

From: James Katz
Sent: Tuesday, February 26, 2019 5:42 PM
To: ahagelgans@[REDACTED]
Subject: Check in

Hi, it's been a while, and I hope all's well. Do you by chance have 15 minutes for a phone chat this week about a potential engagement? I have a gap Thursday at 1:30 and Friday at 12:30.

Thanks,
James

From: Andrea Hagelgans <ahagelgans@[REDACTED]>
Sent: Tuesday, February 26, 2019 6:41 PM
To: James Katz
Subject: Re: Check in

would noon work by chance on Friday? If not I can shift things for 12:30

Great to hear from you!

On Tue, Feb 26, 2019 at 5:41 PM James Katz <jkatz@edc.nyc> wrote:

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Sent: Tuesday, February 26, 2019 6:49 PM
To: 'Andrea Hagelgans'
Subject: RE: Check in

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From: Andrea Hagelgans <ahagelgans@[REDACTED]>
Sent: Tuesday, February 26, 2019 7:02 PM
To: James Katz
Subject: Re: Check in

sounds good, mind if a colleague joins me or would you prefer to keep 1-to-1? [REDACTED]

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From: James Katz
Sent: Tuesday, February 26, 2019 7:03 PM
To: Andrea Hagelgans
Subject: Re: Check in

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On Tue, Feb 26, 2019 at 7:02 PM -0500, "Andrea Hagelgans" <ahagelgans@> wrote:

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From: Andrea Hagelgans <ahagelgans@[REDACTED]>
Sent: Tuesday, February 26, 2019 7:35 PM
To: James Katz
Subject: Re: Check in

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Thanks,
James

From: James Katz
Sent: Friday, March 1, 2019 11:51 AM
To: Andrea Hagelgans
Subject: Running 5-10 behind - apologies

From: Andrea Hagelgans <ahagelgans@[REDACTED]>
Sent: Friday, March 1, 2019 12:12 PM
To: James Katz
Subject: Re: Running 5-10 behind - apologies

No worries

On Fri, Mar 1, 2019 at 11:50 AM James Katz <jkatz@edc.nyc> wrote:

|

From: Andrea Hagelgans <ahagelgans@[REDACTED]>
Sent: Friday, March 1, 2019 12:27 PM
To: James Katz
Subject: Re: Running 5-10 behind - apologies

I moved my 12:30 so feel free to call whenever

On Fri, Mar 1, 2019 at 11:50 AM James Katz <jkatz@edc.nyc> wrote:

|

From: James Katz
Sent: Friday, March 1, 2019 12:50 PM
To: 'Andrea Hagelgans'
Subject: Draft Scope
Attachments: PR Scope of Services.docx

Andrea,

I attach a barebones scope for your review and some windows next week when the relevant team members are available to sit down and discuss it in greater detail. Please let me know if any of these work for you.

3/5 11:30 – 12:30pm

3/6 4:00 - 5:00pm

3/8 10:00 – 11:00am

We look forward to continuing the conversation.

Best,
James

JAMES KATZ | CHIEF OF STAFF
New York City Economic Development Corporation
www.edc.nyc 212.312.3778 (w)



Scope of Services

The New York City Economic Development Corporation (“NYCEDC”) is requesting proposals for planning, coordination, implementation and administration of Public Relations services.

The selected vendor will be retained for a 12-month period and paid as services are rendered.

The Scope of Services is designed to provide strategic planning support for NYCEDC staff and their efforts to increase visibility for key projects and initiatives.

Consultant will collaborate with NYCEDC’s Public Affairs Department and President’s Office to craft public-facing materials, and work closely with NYCEDC to prepare and execute thoughtful, integrated media relations strategies that will include but not be limited to the following:

- Strategic planning support for media efforts and opportunities for NYCEDC projects.
- Review, develop and establish core communication materials for NYCEDC projects including media kits, fact sheets, talking points, messaging/position documents.
- Draft periodic pitches for placement of stories in local, state, national and target industry media outlets.
- Conduct personal follow-up on media outreach via phone and email.
- Write and format press releases for print, online and broadcast media.
- Coordinate messaging with NYCEDC and arranging media interviews.
- Support advance and logistical operations for press events when appropriate to drive coverage.
- Conduct issue research, develop supporting information to be included in media kits.
- Tailor customized press lists for targeting on niche topics.
- Track coverage and measure overall efforts, deliver reports and comprehensive analytics (including estimated number of impressions and media value).

From: Andrea Hagelgans <ahagelgans@[REDACTED]>
Sent: Friday, March 1, 2019 1:09 PM
To: James Katz
Subject: Re: Draft Scope

terrific, will get back to you shortly!

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New York City Economic Development Corporation
www.edc.nyc 212.312.3778 (w)



From: Andrea Hagelgans <ahagelgans@[REDACTED]>
Sent: Friday, March 1, 2019 3:56 PM
To: James Katz
Subject: Re: Draft Scope

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Looking forward to speaking in person!

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New York City Economic Development Corporation
www.edc.nyc 212.312.3778 (w)



From: James Katz
Sent: Friday, March 1, 2019 3:58 PM
To: Andrea Hagelgans
Cc: Lorie Turano
Subject: Re: Draft Scope

Just QA is fine. That's how others are approaching it.

Lorie, cc'd, Will send a calendar. See you soon!

JK

On Fri, Mar 1, 2019 at 3:55 PM -0500, "Andrea Hagelgans" <ahagelgans@[REDACTED]mailto:ahagelgans@[REDACTED]> wrote:

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New York City Economic Development Corporation www.edc.nyc/ 212.312.3778 (w) [Facebook] <http://www.facebook.com/NYCEDC> [Twitter] <http://twitter.com/nycedc> [Instagram] <http://instagram.com/nycedc> [LinkedIn] <http://www.linkedin.com/groups?gid=40218>

From: Andrea Hagelgans <ahagelgans@[REDACTED]>
Sent: Monday, March 4, 2019 2:15 PM
To: Lorie Turano; andrea.hagelgans@[REDACTED] Tester, Nancy
Subject: Re: Draft Scope

Thank you. For wed, these are the folks that will be in the room:

Andrea Hagelgans
Elizabeth Fiedler (goes by Libby)
Carly Sullivan
Lauren Gray

We look forward to meeting!

On Fri, Mar 1, 2019 at 4:04 PM Lorie Turano <lturano@edc.nyc> wrote:

Thank you for confirming your appointment with EDC. The building management at 110 William Street has implemented a new visitor registry. Prior to your scheduled meeting, please send Lorie Turano lturano@edc.nyc the names of all external guests who will be joining your meeting. Only pre-registered visitors are admitted to the building. Feel free to contact me @ 212.312.3830 with any questions.

The meeting will be held at the New York City Economic Development Corporation (NYCEDC).

Our offices are located in Lower Manhattan at 110 William Street [between Fulton and John Streets].

By subway: A, C, J, 2, 3, 4 or 5 to Fulton Street

Register at lobby security desk, then proceed to the 6th floor.

From: James Katz <jkatz@edc.nyc>
Sent: Friday, March 1, 2019 3:58 PM
To: Andrea Hagelgans <[ahagelgans@\[REDACTED\]](mailto:ahagelgans@[REDACTED])>
Cc: Lorie Turano <lturano@edc.nyc>
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New York City Economic Development Corporation
www.edc.nyc 212.312.3778 (w)



From: Gray, Lauren <Lauren.Gray@[REDACTED]>
Sent: Wednesday, March 6, 2019 6:49 PM
To: James Katz; Stephanie Baez; Christian Ficara
Cc: Hagelgans, Andrea; Fiedler, Libby; Sullivan, Carly
Subject: Thank You

Hi James, Stephanie, and Christian,

Thank you for taking the time to meet with us today. It was wonderful to see you and hear more about your day-to-day work—as well as your vision for the growth, innovation, and future of NYC. We would love to work with you and look forward to providing you with a proposal.

In the interim, if you need anything at all or have any questions, please don't hesitate to reach out.

Warm regards,
Lauren

Lauren Gray
Vice President, Corporate & Public Affairs
Edelman
250 Hudson Street | New York, NY 10013
O [REDACTED] | M [REDACTED]

From: Stephanie Baez
Sent: Wednesday, March 6, 2019 6:53 PM
To: 'Gray, Lauren'; James Katz; Christian Ficara
Cc: Hagelgans, Andrea; Fiedler, Libby; Sullivan, Carly
Subject: RE: Thank You

Hi Lauren,

Thanks so much for your note! We enjoyed meeting you all and look forward to reviewing team Edelman's proposal.

Best,

Stephanie

Stephanie Báez

NYCEDC Public Affairs

C: [REDACTED]

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Lauren Gray

Vice President, Corporate & Public Affairs

Edelman

250 Hudson Street | New York, NY 10013

O [REDACTED] | **M** [REDACTED]

From: Andrea Hagelgans <ahagelgans@[REDACTED]>
Sent: Friday, March 8, 2019 12:06 PM
To: James Katz
Subject: Have a minute?

Quick Q

From: James Katz
Sent: Friday, March 8, 2019 12:08 PM
To: 'Andrea Hagelgans'
Subject: RE: Have a minute?

Yes, have 5 right now. 212-312-3778

From: Andrea Hagelgans
Sent: Friday, March 8, 2019 12:06 PM
To: James Katz
Subject: Have a minute?

Quick Q

From: Andrea Hagelgans <ahagelgans@[REDACTED]>
Sent: Monday, March 11, 2019 12:44 PM
To: James Katz

Hope the weekend went well and that Jake won a nice big chess trophy. Let me know if you have any additional thoughts on our convo from Friday.

Thanks!

From: James Katz
Sent: Monday, March 11, 2019 4:34 PM
To: 'Andrea Hagelgans'
Subject: RE:

Andrea,

Thanks for the note. The weekend was great, though not as fruitful as some of his past tournaments. I've checked in with people around here, and we would still like to review proposals, so I think we should hold your very thoughtful point in abeyance, if you don't mind. We're very much looking forward to seeing Edelman's submission and talking further.

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From: Andrea Hagelgans <ahagelgans@[REDACTED]>
Sent: Monday, March 11, 2019 4:48 PM
To: James Katz
Subject: Re:

Understood. Thank you. Will have our proposal to you EOD Wednesday

On Mon, Mar 11, 2019 at 3:33 PM James Katz <jkatz@edc.nyc> wrote:

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From: Hagelgans, Andrea <Andrea.Hagelgans@[REDACTED]>
Sent: Wednesday, March 13, 2019 5:50 PM
To: James Katz
Cc: Gray, Lauren; Sullivan, Carly
Subject: Edelman Proposal
Attachments: Edelman_EDC_Proposal_March_13_2019.Final.pdf

Dear James,

On behalf of Edelman, I am pleased to present you and NYCEDC with our proposal for strategic communications and implementation. We have designed a program that we believe meets your immediate needs while propelling NYCEDC forward as you work to shape the future of NYC for its residents. Your designated Edelman team is steeped in NYC and its communities but also understands the larger landscape through our national and global campaigns related to tech, housing, workforce development, and economic development, including the annual meeting of the World Economic Forum in Davos. We would be honored to support NYCEDC.

We look forward to discussing this proposal with you.

Thank you again for considering Edelman.

Best,
Andrea Hagelgans

Andrea Hagelgans
EVP, Head of Reputation
Edelman
250 Hudson Street
New York, NY 10013
Mobile: [REDACTED]

Strengthening NYCEDC

Building capacity and navigating roadblocks to growth and innovation

AN EDELMAN PROPOSAL

MARCH 13, 2019



THE CURRENT SITUATION

as it braces for a number of potentially increasingly high-profile land use fights while balancing a core communications staff already stretched to capacity.

Additionally, in light of the recent departure of Deputy Mayor Alicia Glen, NYCEDC President & CEO James Patchett will need to become an even more highly visible fixture in this administration: a critical voice dedicated to ensuring businesses have every opportunity to thrive and New York City continues to innovate, grow, and prosper.

RESPONDING TO THIS UNIQUE MOMENT

Our team is poised to dive into this work immediately, addressing NYCEDC's most urgent needs first—capacity building and the preparations needed to weather and win critical land use fights—and then deploy additional high-level strategies, such as the creation of a new message platform, to further propel the success of NYCEDC's most immediate concerns.

COMMUNICATIONS OBJECTIVES

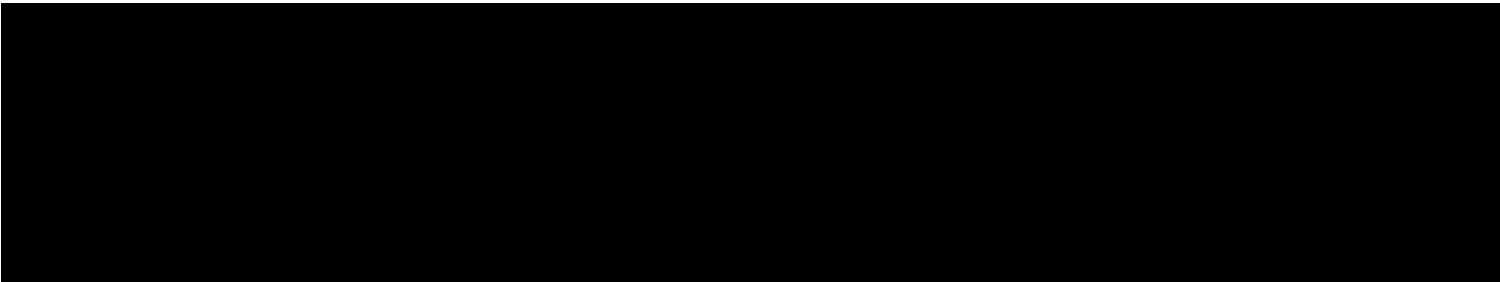
- *Immediately strengthen core capacity by seamlessly integrating Edelman team members into the NYCEDC team to serve as its day-to-day arms and legs, support rapid response, staff volatile public forums or events, and drive the creation of essential communications products.*
- *Create a detailed, scenario-specific communications playbook outlining a strong defense to political or community-related attacks surrounding high-profile land use fights and other reputation risks.*
- *Proactively change the narrative from New York City's loss of a coveted, valuable tech business development opportunity to reposition NYCEDC as taking on tough fights—and winning—to facilitate business expansion that benefits New Yorkers.*
- *Reassure potential business development prospects by positioning President & CEO James Patchett as a fierce advocate for business growth and development.*

OUR PROPOSED STRATEGY

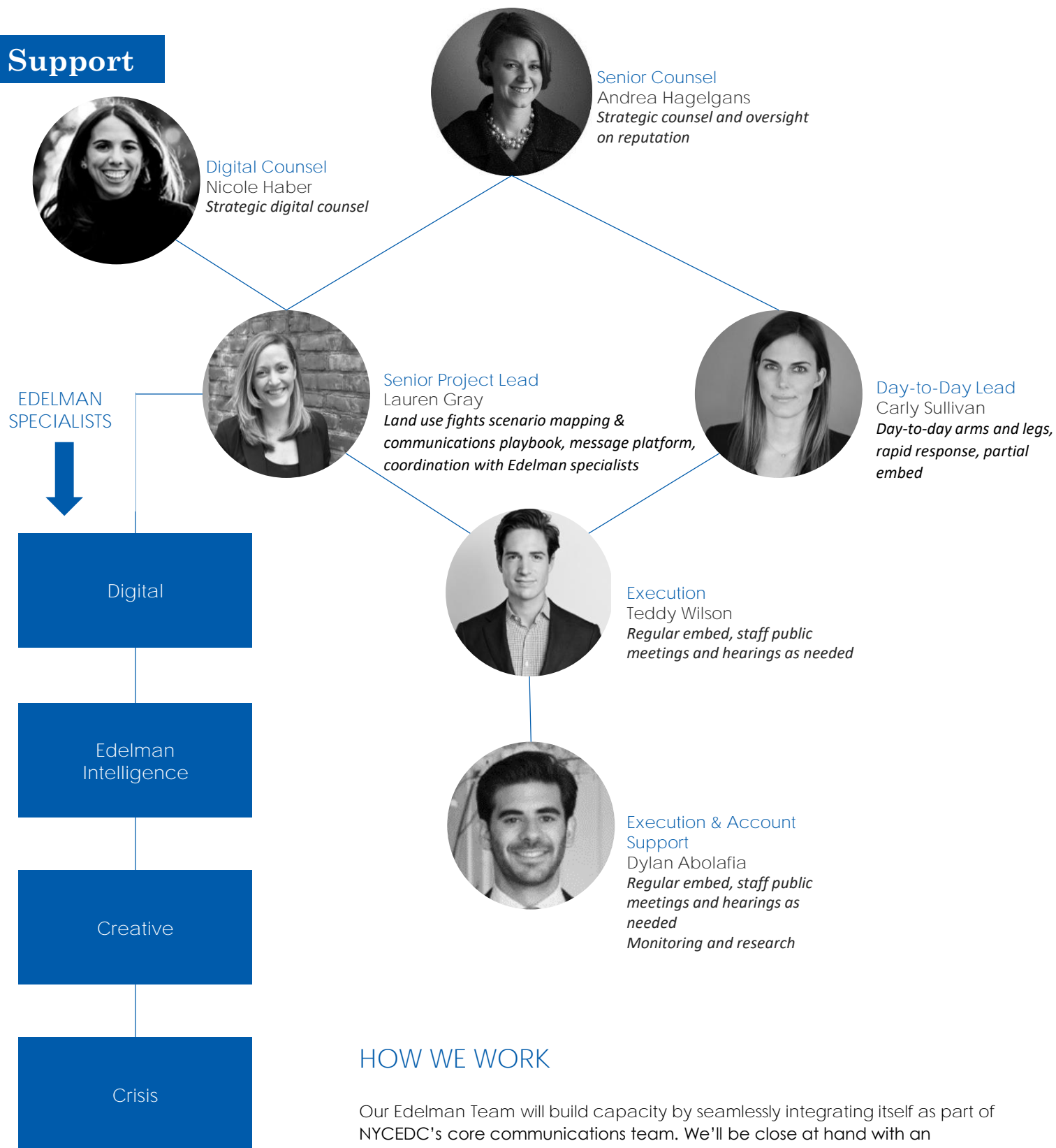
By addressing NYCEDC's most urgent needs first and then deploying additional high-level strategies to propel success, Edelman has both the capacity and strategic expertise to, essentially, zoom in and zoom out on the challenges NYCEDC faces. In short, Edelman can simultaneously manage pressing, short-term needs without sacrificing long-term progress and gains.

- **Support** NYCEDC's core communications team's most urgent and immediate day-to-day needs to ensure the capacity to meet both rapid-response needs and long-term, strategic priorities.
- **Defend** New Yorkers' interest during complex land use fights by outlining a systematic, rapid-response approach to effectively navigate political and community-related opposition that could slow or stall progress as well as mobilize key validators and community stakeholders in response.
- **Develop** a new message platform, [REDACTED]
 - Poll data from *Edelman Intelligence (see below) could inform messaging by drawing on targeted research about potential business prospects' top decision-making factors when determining where to site new locations.
- **Deploy** this new narrative by
 - Creating a drumbeat of ongoing media coverage positioning NYCEDC as taking on tough fights—and winning—to facilitate business expansion that benefits New Yorkers.
 - Building executive visibility of NYCEDC President & CEO James Patchett as a trusted ally among business leaders and a leading global voice on innovative, large-scale urban development.

**Edelman Intelligence (EI) is a research arm that helps companies and organizations understand their markets and environment, segment and profile key audiences, optimize content and messaging, and measure the impact of campaigns and business outcomes. EI runs research for our signature expertise on trust, the Edelman Trust Barometer—often referenced in the media and launched annually at the World Economic Forum in Davos, Switzerland.*



Support



HOW WE WORK

Our Edelman Team will build capacity by seamlessly integrating itself as part of NYCEDC's core communications team. We'll be close at hand with an embedded strategy, providing a regular presence in your office once a week and touching base via weekly calls with the team.

Edelman's specializations and size will be an asset in providing the tailored assistance needed. With access to specialists in digital, research, creative, and crisis—we have a deep bench and will be on tap to respond to the often unpredictable nature of NYCEDC's work, unlike smaller firms that may struggle to meet rapidly changing needs.

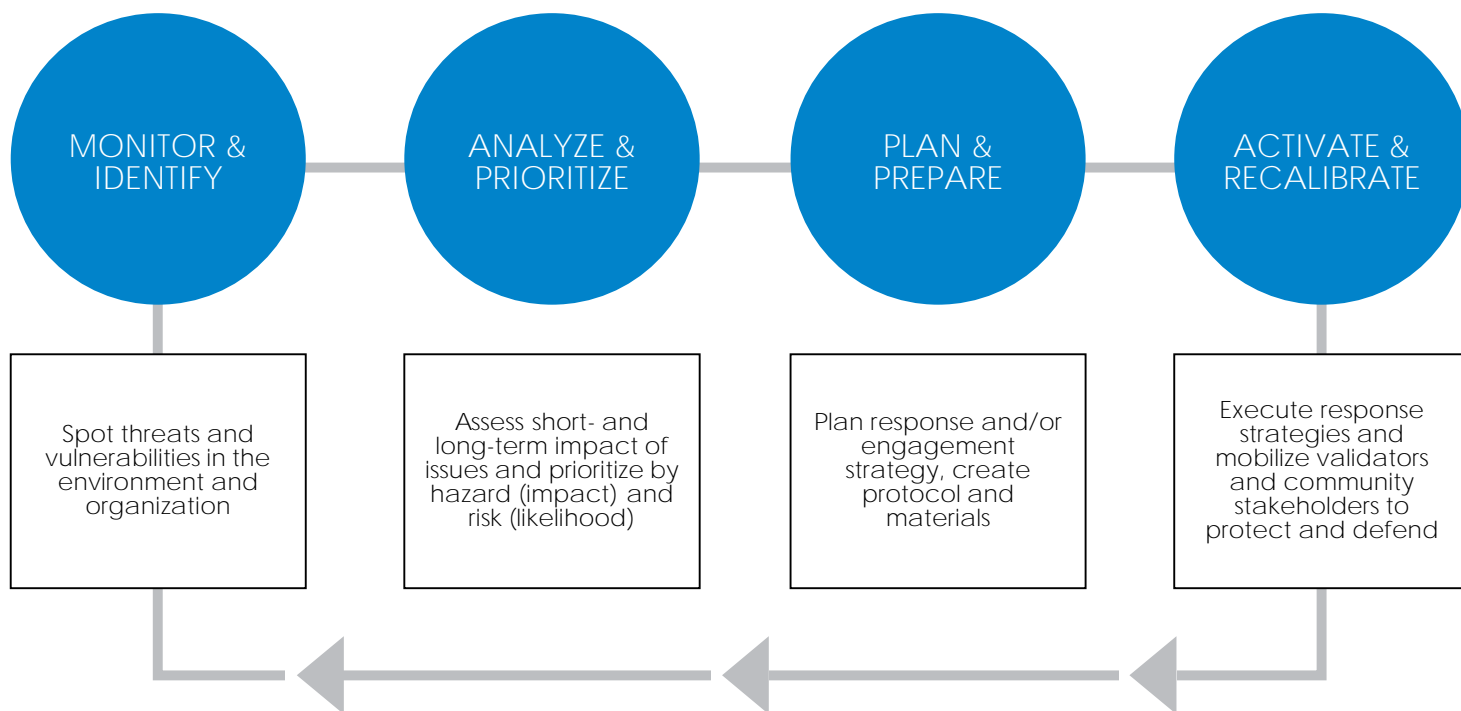
DEFENDING NEW YORKERS' INTEREST DURING LAND USE FIGHTS AND OTHER REPUTATION ISSUES

Edelman will develop a plan outlining a range of scenarios, particularly with regard to the volatile land use fights on the horizon, that may impact reputation and slow or stall business expansion—essentially creating a tailored communications playbook mapping out how to effectively respond to each scenario.

We will provide ongoing earned and social media monitoring and will correct any misinformation and/or engage as needed.

The Edelman Team can also staff and provide necessary support for rapid response at volatile public forums as needed.

Our issues and crisis management process is as follows:



A NEW MESSAGE PLATFORM FOR NYCEDC—AND ITS LEGACY

NYCEDC's new overarching message platform must clearly articulate 1) why New York City must continue to support business development expansions that create jobs and ultimately benefit New Yorkers; 2) why New York City is the premiere destination for businesses looking for development opportunities; 3) the importance of honest community dialogues and compelling need for community members to stand up and speak out against misinformation; and 4) NYCEDC's vision for the future.

NYCEDC's new message platform would include the following elements:

- **Value statement.** We would work with you to communicate a fact-based, compelling, strong point-of-view detailing the clear value of ongoing business expansion and the positive impact the right kind of urban development can have on a community.
- **Research-based positioning.** Using data from an Edelman Intelligence poll of corporate leaders, position New York City as heads and shoulders above every other major U.S. city on the issues that matter most to business development professionals making siting decisions.
- **Call to action.** A clearly defined call to action for everyday New Yorkers is a powerful way to increase civic engagement, responsibility, and improve outcomes for NYCEDC.
- **Long-term vision.** NYCEDC's forward-looking vision for New York City's growth, innovation, and eventual legacy.

LEVERAGE EARNED MEDIA TO BUILD A DRUMBEAT ON NYCEDC'S NEW NARRATIVE

Consistent earned media coverage, aligned with NYCEDC's new message platform, will enhance public perception of expanding business development opportunities, mobilize community leaders and everyday New Yorkers to stand against misinformation campaigns, and lay the foundation for NYCEDC's legacy by establishing a clear vision of the future.

Our Edelman team will identify key reporters, shape story angles, and increase executive visibility of NYCEDC President & CEO James Patchett by securing opportunities to contribute think pieces and expert commentary through a range of expertly executed, essential media relations tactics:

- **Media Training:** Ensure key messages break through the noise by refreshing NYCEDC's spokespeople's interview techniques to maximize effective message delivery.
- **Think pieces:** Place op-eds, letters to the editor, Q&As, etc. in local and national media to provide a lengthier, controlled platform on which to share NYCEDC messages.
- **Expert Commentary Opportunities:** Secure broadcast interviews across a 24/7 news cycle to maximize efforts to reach key audiences when and where they consume news.
- **Amplify New Development Project Milestones:** Map and leverage key moments in current or upcoming development projects to establish or strengthen reporter relationships and shift the narrative toward new successes and future developments.
- **Staffing Public Meetings/Hearings:** Supplement NYCEDC press team capacity by staffing public meetings when necessary and engaging with any media in attendance. While doing so, the team can have press materials and/or spokespeople available to comment as needed and if appropriate.
- **1:1 Reporter Meetings:** Build or strengthen reporter relationships with 1:1 conversations to increase opportunities for face-time and demonstrate NYCEDC's willingness to be open and transparent.

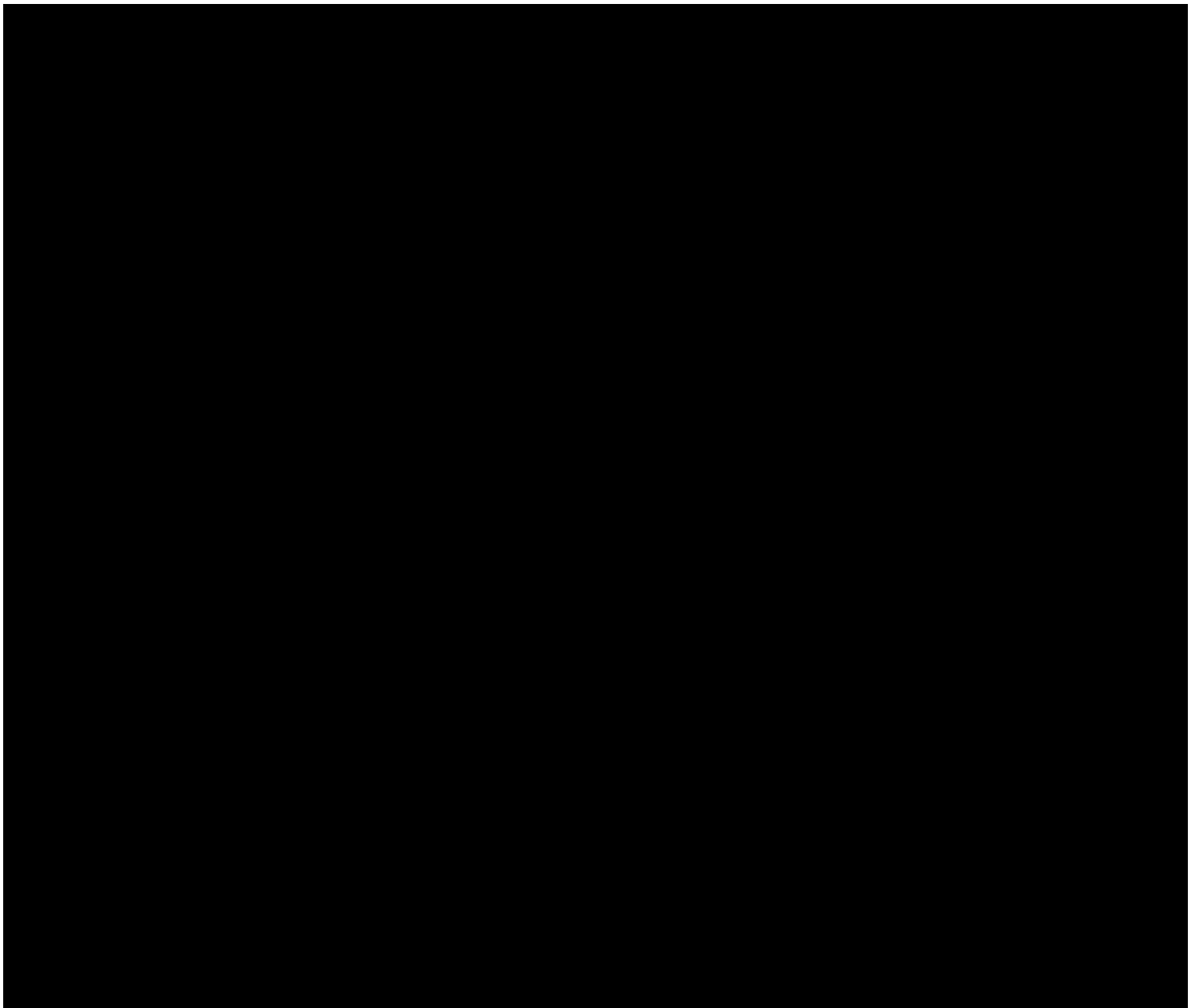
Complementing Earned Media Efforts

Executive Positioning: Identify speaking engagement opportunities at key city and national events to amplify thought leadership from President & CEO James Patchett.

Ad & Sponsorship Plan: When appropriate, Edelman will provide recommendations on how to integrate paid and sponsorship opportunities to support NYCEDC's earned media drumbeat.



STORIES WE WANT TO TELL



Budget

Below please find our estimated fees by workstream. We expect to refine these in partnership with you and provide more detailed staffing plans upon request.

ACTIVITY

FEES*

Capacity Building <i>Campaign execution, rapid response, media training, media outreach, materials development, staffing community forums or events, etc.</i>	\$15K/month <i>(hourly, not to exceed without client permission)</i>
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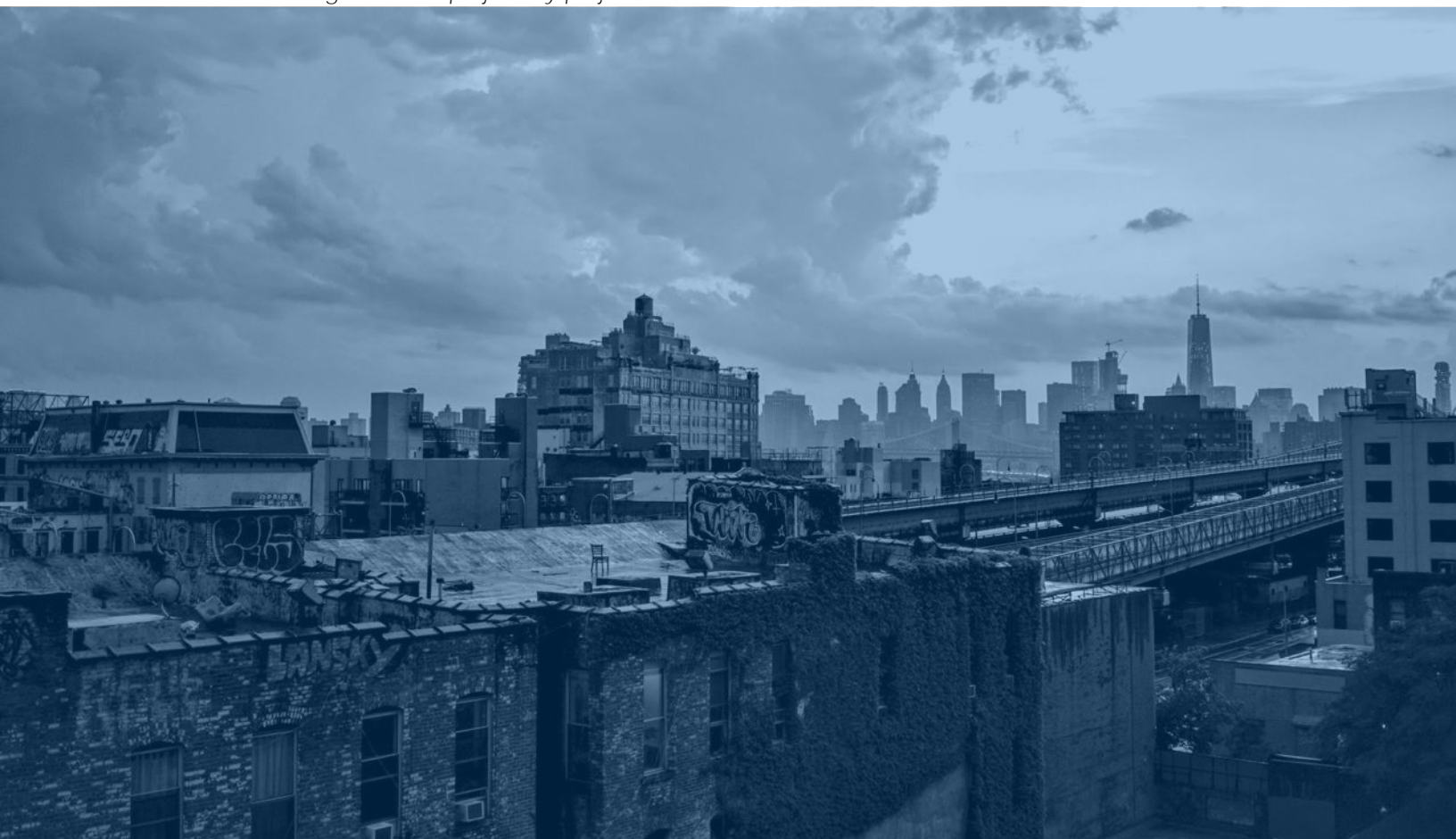
Scenario Mapping & Communications Playbook <i>An in-depth assessment of risk and strategic guidance outlining a strong defense to political or community related attacks surrounding high-profile land use fights or other reputation risks</i>	\$20K
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Potential Add-Ons:

Message Platform <i>Core messages and proof points that provide NYCEDC with an opportunity to chart a lasting course that will build a legacy</i>	\$10K
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Qualitative Message Testing <i>Test messages aligned with business prospects' top priorities</i>	\$34-40K
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Note: Fees reflect a 15% discount and are all project-based unless otherwise noted. Project requests for our specialist teams will be budgeted on a project-by-project basis.



Appendix



About Us

In 1952, Dan Edelman planted the seed for a new kind of company—one that innovatively leveraged research to move audiences and redefined the power and capabilities of public relations. Sixty-five years later, we continue to push the boundaries of what PR can do.

Grounded by our core values and strengthened by our independence, we help clients communicate, engage, and build relationships with their stakeholders across industries.



150+

In our NY Corporate and Public Affairs practice, which would lead this engagement, we're a team of dedicated global professionals including former city, state, and federal government employees, journalists, MBAs, lawyers, integrated marketing specialists.



Corporate
Reputation
& Strategy



Public Affairs



Business + Social
Purpose



Crisis & Issues
Management



Employee
Engagement
& Change
Management

Our Services



Public Affairs



Media



Stakeholder Engagement



Digital & Social



Crisis & Risk



Thought Leadership



Corporate & Brand
Storytelling



Creative
Execution



Strategy &
Planning



Measurement &
Analytics



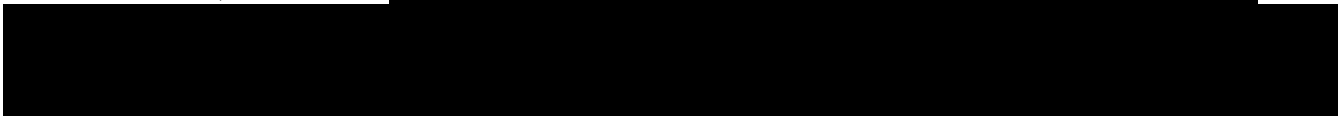
Internal
Communications



Executive
Engagement



WHY EDELMAN

- *Capacity building and beyond.* Edelman is the largest public relations firm in the world. And with more than 950 employees located at Edelman's flagship NYC office location, Edelman is poised to provide the as-needed capacity building assistance NYCEDC requested to offset day-to-day pressures, in addition to world-class, high-level strategic counsel. We have a deep bench of support, edging us ahead of smaller PR firms struggling to meet staffing needs for projects with rapidly changing capacity requirements.
 - *Seamless integration of diverse New York City leadership and experience.* From Mayor De Blasio's former top communications advisor to an expert at managing high-profile New York City community fights, opposition and backlash to an authority on New York City buildings and real estate work, our team is stacked with seasoned strategic communications experts that could seamlessly integrate themselves into NYCEDC's team in any capacity, from navigating the inner workings of local politics on land use fights to positioning NYCEDC as a global leader.
 - *Rare insight and access to corporate leaders through Edelman Intelligence.* Our Edelman team has access to Edelman Intelligence (EI), a research arm that helps companies and organizations understand their markets and environment, segment and profile key audiences, optimize content and messaging, and measure the impact of campaigns and business outcomes. EI is comprised of nearly 200 analysts, consultants, data scientists, and storytellers, with skill sets and expertise cut across every type of research and industry.
 - *Unparalleled research and expertise building trust.* For nearly 20 years, Edelman has been a global leader in research revealing the changing institutions in which people place their trust—and why. In January, Edelman launched the results of its 2019 Trust Barometer research at the World Economic Forum in Davos, Switzerland.
- 

YOUR TEAM

Andrea Hagelgans

Executive Vice President, Group Head
Public Affairs & Issue Advocacy, New York



Andrea Hagelgans is executive vice president and group head for Public Affairs and Issue Advocacy in Edelman's New York office. Hagelgans recently served as the highest-ranking communications professional and one of the highest-ranking women in Mayor Bill de Blasio's administration. She has an extensive background in non-profit and government communications and will be responsible for helping advance the firm's public affairs work for some of the world's leading corporations, foundations and non-profits.

As senior advisor for strategic planning, Hagelgans reported directly to the Mayor and oversaw all communications for the office. She was responsible for crafting the architecture of key mayoral policy initiatives and communications strategies and was one of the drivers of the City's decision to offer paid parental leave and 3-K for All, an expansion of high-quality, free early childhood education. She worked closely with the Mayor to draft a nationally-acclaimed Cooper Union speech in response to the 2016 presidential election. Hagelgans has served in the New York City's Mayor's Office since 2014, first as the director of agency communications, then as communications director and, most recently, senior advisor.

Before joining the de Blasio administration, Hagelgans worked as a communications consultant and as a senior strategist for Planned Parenthood Federation of America and its affiliates, where she helped lead the successful efforts against attempts to defund the health care organization. This work won industry awards for Crisis and Non-profit Campaigns and was given an Honorable Mention for Campaign of the Year by PRWeek.

Nicole Haber

Senior Vice President, Digital

Corporate & Public Affairs, New York



Nicole Haber is a Vice President in the Corporate and Public Affairs practice, based in Edelman's New York office. She specializes in digital communication. She comes to Edelman with extensive experience in corporate communication, crisis communication, social media strategy, content strategy, and advocacy communications.

Prior to joining Edelman, Nicole worked for a wide-range of corporations, brands, films, foundations, campaigns and nonprofits including Vogue Magazine, and Hillary Clinton for President, creating integrated strategies that allow clients to seamlessly and effectively incorporate digital and social channels into their marketing and communications work.

Nicole ran the in-house digital team at The Climate Reality Project, a climate change group founded by former Vice President Al Gore. While at The Climate Reality Project, she served as digital lead on a global-reaching project that won a Silver Lion at the Cannes Lion Festival for Best Integrated Content Campaign.

Nicole is an avid middle-of-the-pack runner and has a degree in Industrial and Labor Relations from Cornell University.

Lauren Gray

Vice President

Public Affairs and Issue Advocacy, New York



Lauren is an attorney with deep experience leading legal, policy, and issues-based strategic communications. She was honored by PRWeek as a Champion of PR, described as one of 36 women in the U.S. who represent the “gold standard in the industry.”

Most recently, she led communications strategy for *Doe v. Trump* and *Stockman v. Trump*—NCLR lawsuits challenging the transgender military ban, and filed on behalf of transgender servicemembers, ROTC, military academy students and enlistees. She previously served as Senior Advisor for the NYC Department of Social Services, where she developed and executed communications strategies in a fast-paced, 24/7 on-call spokesperson role with high-level crisis communications needs. Prior to that, Lauren served as Managing Director for Camino PR, where clients included the Ford Foundation, Planned Parenthood Federation of America, the Ms. Foundation for Women, and others. PRWeek honored Camino as “Best in Crisis” for its contributions supporting Planned Parenthood in its successful management of a deceptive viral video attack while Lauren served as managing director.

Lauren also served as Communications Director for Service Women's Action Network, where she worked with executive director and former Marine Corp Captain Anu Bhagwati to mobilize national support to address military sexual assault and advance the full integration of women into combat roles. Lauren began her career working under Attorney General Joseph R. “Beau” Biden at the Delaware Department of Justice.

Lauren and her wife, Ayesha, live in the East Village and enjoy cooking and travel.

Carly Sullivan

Senior Account Supervisor

Public Affairs and Issue Advocacy, New York



Carly Sullivan joined Edelman in July 2018 and advises a diverse group of clients on how to best manage media relations, craft and execute public messaging and communications strategies and achieve organizational goals. She has extensive experience developing and executing campaign-based media strategies, identifying opportunities for media engagement and managing stakeholder communications with a focus on strong written content. She leads Edelman's work for the PepsiCo Foundation, which is focused on amplifying its grant-making efforts and enhancing its public positioning. As part of her work, she helped the Foundation announce the largest-ever industry-wide residential recycling challenge and supports their signature nutrition operation, Food for Good.

Carly has a diverse public relations and marketing background that includes both public and private sector experience. Prior to joining Edelman, she was at the public relations firm Marathon Strategies in New York working with clients in the legal, biotech and defense industries. She has strong media relations experience, serving as spokeswoman for the U.S. Attorney's Office for the Southern District of New York under Preet Bharara and spending four years in the press office at the New York City Department of Buildings, where she served as Deputy Press Secretary and handled media and crisis work. Her range also extends beyond government – for several years, she oversaw digital and marketing for a New York City-based start-up that focused on high-end luxury interior design and architecture.

Carly graduated with a bachelor's degree in Political Science from Columbia University.

Teddy Wilson

Senior Account Executive

Public Affairs & Issue Advocacy, New York



Teddy Wilson is a Senior Account Executive in the Public Affairs practice at Edelman's New York office.

Teddy has experience in executive positioning, media relations, digital and influencer campaigns, content and creative development, stakeholder communications and speechwriting.

Prior to joining Edelman's New York office, Teddy spent three years at Edelman's Toronto office. He worked with Scotiabank and Scotia Wealth Management, where he was responsible for the bank's national sponsorship marketing portfolio including international film and photography festivals, national arts prizes, and city marathons. Other clients included HP, Aeroplan/AIMIA, Unilever, and the Independent Electricity System Operator (an agency of the Government of Ontario). Teddy was a member of Edelman Canada's HP account team that was awarded a Bronze Lion for the *Rivolta* film campaign at the 2017 Cannes Lions.

Teddy also has a luxury and fashion background, having worked for brands including Swarovski, Birks Jewelers, Hudson's Bay, Spence Diamonds, and Pink Tartan. Prior to joining Edelman, Teddy was an arts and life writer at Canada's National Post and served as communications intern for Toronto mayor John Tory on his successful 2014 mayoral campaign.

Teddy has a Bachelor of Journalism and Economics from Ryerson University in Toronto, Canada, and also studied journalism in Edinburgh, Scotland.

Dylan Abolafia

Account Executive

Public Affairs & Issue Advocacy, New York



Dylan Abolafia is an Account Executive in Edelman's New York Public Affairs practice. With a focus on executive positioning and media relations, Dylan has worked alongside organizations large and small – that span the food, tech, and nonprofit/philanthropic sectors – from Chobani and CA Technologies, to The Rockefeller Foundation and Bloomberg Philanthropies, to the Community FoodBank of New Jersey and WildAid.

Prior to joining Edelman in June 2016, Dylan worked for Nourish International, an international development nonprofit, driving fundraising campaigns, donor outreach, and digital content creation. Dylan also brings Washington, D.C. experience to Edelman, having spent time in the federal government relations office of Primerica, one of the U.S.'s largest independent financial services companies.

Dylan graduated Phi Beta Kappa from the University of North Carolina with a B.A. in political science and global studies, with concentration in international politics and the Middle East. He is the co-founder of the Internationalist, a UNC-based undergraduate research journal.

A Durham, NC native who spent two years studying music at the University of Miami, Dylan only recently learned the importance of owning snow boots, and he is still in search of the northeast's best biscuit. Dylan now calls Manhattan's Chelsea neighborhood home.

Maggie Patton

Assistant Account Executive

Public Affairs & Issue Advocacy, New York



Maggie is an Assistant Account Executive within Edelman's Corporate & Public Affairs practice. Prior to Edelman, Maggie interned for a New York-based public relations firm, where she specialized in in-depth research, media relations, and message development. Maggie has worked with a broad range of clients, including those in the corporate, labor, nonprofit, and lifestyle sectors.

Maggie also spent a semester interning for the South Carolina Senate Judiciary Committee, where she assisted the Judicial Merit Selection Committee with the judicial screening process. Maggie is an active member of the New York Junior League and has been involved with a number of organizations, including Relay For Life, Robin Hood, and Feeding America.

Maggie holds a Bachelor's degree in Political Science with a minor in English from the University of South Carolina. During her senior year, Maggie spent a semester at the University of Minnesota through the National Student Exchange Program, where she studied family and education policy. Maggie currently lives in Manhattan but is a proud native of Greenville, South Carolina.

Thank You

for your consideration. We look forward to hearing from you.



From: Andrea Hagelgans <ahagelgans@[REDACTED]>
Sent: Wednesday, March 13, 2019 6:06 PM
To: James Katz
Subject: Re:

Sent to you from my edelman account. Thanks again!

On Mon, Mar 11, 2019 at 4:48 PM Andrea Hagelgans <[ahagelgans@\[REDACTED\]](mailto:ahagelgans@[REDACTED])> wrote:

Understood. Thank you. Will have our proposal to you EOD Wednesday

On Mon, Mar 11, 2019 at 3:33 PM James Katz <jkatz@edc.nyc> wrote:

Andrea,

Thanks for the note. The weekend was great, though not as fruitful as some of his past tournaments. I've checked in with people around here, and we would still like to review proposals, so I think we should hold your very thoughtful point in abeyance, if you don't mind. We're very much looking forward to seeing Edelman's submission and talking further.

Best,

James

From: Andrea Hagelgans <[ahagelgans@\[REDACTED\]](mailto:ahagelgans@[REDACTED])>
Sent: Monday, March 11, 2019 12:44 PM
To: James Katz <jkatz@edc.nyc>
Subject:

Hope the weekend went well and that Jake won a nice big chess trophy. Let me know if you have any additional thoughts on our convo from Friday.

Thanks!

From: James Katz
Sent: Wednesday, March 13, 2019 6:07 PM
To: 'Hagelgans, Andrea'
Cc: Gray, Lauren; Sullivan, Carly; Stephanie Baez
Subject: RE: Edelman Proposal

Andrea,

Thanks so much. We will review this closely and get back to you in short order. We appreciate the swift and, I'm sure, thoughtful response.

Regards,
James

From: Hagelgans, Andrea
Sent: Wednesday, March 13, 2019 5:50 PM
To: James Katz
Cc: Gray, Lauren ; Sullivan, Carly
Subject: Edelman Proposal

Dear James,

On behalf of Edelman, I am pleased to present you and NYCEDC with our proposal for strategic communications and implementation. We have designed a program that we believe meets your immediate needs while propelling NYCEDC forward as you work to shape the future of NYC for its residents. Your designated Edelman team is steeped in NYC and its communities but also understands the larger landscape through our national and global campaigns related to tech, housing, workforce development, and economic development, including the annual meeting of the World Economic Forum in Davos. We would be honored to support NYCEDC.

We look forward to discussing this proposal with you.

Thank you again for considering Edelman.

Best,
Andrea Hagelgans

Andrea Hagelgans
EVP, Head of Reputation
Edelman
250 Hudson Street
New York, NY 10013
Mobile: [REDACTED]

From: James Katz
Sent: Thursday, March 14, 2019 5:49 PM
To: 'Hagelgans, Andrea'
Cc: Gray, Lauren; Sullivan, Carly; Stephanie Baez; Ana Ariño
Subject: RE: Edelman Proposal

Andrea and team,

We have reviewed Edelman's proposal and appreciate the thoughtful approach. As noted, we hope to move forward quickly on a selection and are wondering if you're available for a follow up conversation early next week, at either 9AM on Monday or 3:30PM on Tuesday. In either case, this would be by phone owing to some travel schedules on our end (chiefly, my own). The Monday time is slightly preferred, but we can make either work.

Thanks so much. We look forward to continuing the conversation.

Regards,
James

From: Hagelgans, Andrea
Sent: Wednesday, March 13, 2019 5:50 PM
To: James Katz
Cc: Gray, Lauren ; Sullivan, Carly
Subject: Edelman Proposal

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We look forward to discussing this proposal with you.

Thank you again for considering Edelman.

Best,
Andrea Hagelgans

Andrea Hagelgans
EVP, Head of Reputation
Edelman
250 Hudson Street
New York, NY 10013
Mobile: [REDACTED]

From: Hagelgans, Andrea <Andrea.Hagelgans@[REDACTED]>
Sent: Thursday, March 14, 2019 6:11 PM
To: James Katz
Cc: Gray, Lauren; Sullivan, Carly; Stephanie Baez; Ana Ariño
Subject: Re: Edelman Proposal

Would a 1/2 hour be enough time ?

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: James Katz
Date: 3/14/19 5:49 PM (GMT-05:00)
To: "Hagelgans, Andrea"
Cc: "Gray, Lauren" , "Sullivan, Carly" , Stephanie Baez , Ana Ariño
Subject: RE: Edelman Proposal

Email Originated Externally

Andrea and team,

We have reviewed Edelman's proposal and appreciate the thoughtful approach. As noted, we hope to move forward quickly on a selection and are wondering if you're available for a follow up conversation early next week, at either 9AM on Monday or 3:30PM on Tuesday. In either case, this would be by phone owing to some travel schedules on our end (chiefly, my own). The Monday time is slightly preferred, but we can make either work.

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Regards,
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From: Hagelgans, Andrea
Sent: Wednesday, March 13, 2019 5:50 PM
To: James Katz
Cc: Gray, Lauren ; Sullivan, Carly
Subject: Edelman Proposal

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We look forward to discussing this proposal with you.

Thank you again for considering Edelman.

Best,

Andrea Hagelgans

Andrea Hagelgans

EVP, Head of Reputation

Edelman

250 Hudson Street

New York, NY 10013

Mobile: [REDACTED]

From: James Katz
Sent: Thursday, March 14, 2019 6:28 PM
To: Hagelgans, Andrea
Cc: Gray, Lauren; Sullivan, Carly; Stephanie Baez; Ana Ariño
Subject: Re: Edelman Proposal

45 I think would do it.

On Thu, Mar 14, 2019 at 6:11 PM -0400, "Hagelgans, Andrea" <Andrea.Hagelgans@<redacted>> wrote:

Would a 1/2 hour be enough time ?

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: James Katz
Date: 3/14/19 5:49 PM (GMT-05:00)
To: "Hagelgans, Andrea"
Cc: "Gray, Lauren" , "Sullivan, Carly" , Stephanie Baez , Ana Ariño
Subject: RE: Edelman Proposal

Email Originated Externally

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Thanks so much. We look forward to continuing the conversation.

Regards,
James

From: Hagelgans, Andrea
Sent: Wednesday, March 13, 2019 5:50 PM
To: James Katz
Cc: Gray, Lauren ; Sullivan, Carly
Subject: Edelman Proposal

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We look forward to discussing this proposal with you.
Thank you again for considering Edelman.
Best,

Andrea Hagelgans
Andrea Hagelgans
EVP, Head of Reputation
Edelman
250 Hudson Street
New York, NY 10013
Mobile: [REDACTED]

From: Hagelgans, Andrea <Andrea.Hagelgans@[REDACTED]>
Sent: Thursday, March 14, 2019 6:30 PM
To: James Katz
Cc: Gray, Lauren; Sullivan, Carly; Stephanie Baez; Ana Ariño
Subject: Re: Edelman Proposal

Ok. We will need to do the meeting on tuesday at 3:30. Looking forward to it!

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: James Katz
Date: 3/14/19 6:27 PM (GMT-05:00)
To: "Hagelgans, Andrea"
Cc: "Gray, Lauren" , "Sullivan, Carly" , Stephanie Baez , Ana Ariño
Subject: Re: Edelman Proposal

Email Originated Externally

45 I think would do it.

On Thu, Mar 14, 2019 at 6:11 PM -0400, "Hagelgans, Andrea" <Andrea.Hagelgans@[REDACTED]> wrote:

Would a 1/2 hour be enough time ?

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: James Katz

Date: 3/14/19 5:49 PM (GMT-05:00)

To: "Hagelgans, Andrea"

Cc: "Gray, Lauren" , "Sullivan, Carly" , Stephanie Baez , Ana Ariño

Subject: RE: Edelman Proposal

Email Originated Externally

Andrea and team,

We have reviewed Edelman's proposal and appreciate the thoughtful approach. As noted, we hope to move forward quickly on a selection and are wondering if you're available for a follow up conversation early next week, at either 9AM on Monday or 3:30PM on Tuesday. In either case, this would be by phone owing to some travel schedules on our end (chiefly, my own). The Monday time is slightly preferred, but we can make either work.

Thanks so much. We look forward to continuing the conversation.

Regards,
James

From: Hagelgans, Andrea

Sent: Wednesday, March 13, 2019 5:50 PM

To: James Katz

Cc: Gray, Lauren ; Sullivan, Carly

Subject: Edelman Proposal

Dear James,

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We look forward to discussing this proposal with you.


Thank you again for considering Edelman.

Best,
Andrea Hagelgans

Andrea Hagelgans
EVP, Head of Reputation
Edelman
250 Hudson Street
New York, NY 10013
Mobile: [REDACTED]

From: James Katz
Sent: Thursday, March 14, 2019 7:08 PM
To: Hagelgans, Andrea
Cc: Gray, Lauren; Sullivan, Carly; Stephanie Baez; Ana Ariño
Subject: Re: Edelman Proposal

Super. Look out for a calendar invitation.

On Thu, Mar 14, 2019 at 6:30 PM -0400, "Hagelgans, Andrea" <Andrea.Hagelgans@ wrote:

Ok. We will need to do the meeting on tuesday at 3:30. Looking forward to it!

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: James Katz
Date: 3/14/19 6:27 PM (GMT-05:00)
To: "Hagelgans, Andrea"
Cc: "Gray, Lauren" , "Sullivan, Carly" , Stephanie Baez , Ana Ariño
Subject: Re: Edelman Proposal

Email Originated Externally

45 I think would do it.

On Thu, Mar 14, 2019 at 6:11 PM -0400, "Hagelgans, Andrea" <Andrea.Hagelgans@[REDACTED]> wrote:

Would a 1/2 hour be enough time ?

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: James Katz
Date: 3/14/19 5:49 PM (GMT-05:00)
To: "Hagelgans, Andrea"
Cc: "Gray, Lauren" , "Sullivan, Carly" , Stephanie Baez , Ana Ariño
Subject: RE: Edelman Proposal

Email Originated Externally

Andrea and team,

We have reviewed Edelman's proposal and appreciate the thoughtful approach. As noted, we hope to move forward quickly on a selection and are wondering if you're available for a follow up conversation early next week, at either 9AM on Monday or 3:30PM on Tuesday. In either case, this would be by phone owing to some travel schedules on our end (chiefly, my own). The Monday time is slightly preferred, but we can make either work.

Thanks so much. We look forward to continuing the conversation.

Regards,
James

From: Hagelgans, Andrea
Sent: Wednesday, March 13, 2019 5:50 PM
To: James Katz
Cc: Gray, Lauren ; Sullivan, Carly
Subject: Edelman Proposal

Dear James,

On behalf of Edelman, I am pleased to present you and NYCEDC with our proposal for strategic communications and implementation. We have designed a program that we believe meets your immediate needs while propelling NYCEDC forward as you work to shape the future of NYC for its residents. Your designated Edelman team is steeped in NYC and its communities but also understands the larger landscape through our national and global campaigns related to tech, housing, workforce development, and economic development, including the annual meeting of the World Economic Forum in Davos. We would be honored to support NYCEDC.

We look forward to discussing this proposal with you.

Thank you again for considering Edelman.

Best,
Andrea Hagelgans

Andrea Hagelgans

EVP, Head of Reputation
Edelman
250 Hudson Street
New York, NY 10013
Mobile: [REDACTED]

From: James Katz
Sent: Friday, March 15, 2019 1:29 PM
To: 'Hagelgans, Andrea'
Cc: Gray, Lauren; Sullivan, Carly; Stephanie Baez; Ana Ariño
Subject: RE: Edelman Proposal

Andrea,

On next week's call we'd welcome the opportunity to talk with you about proposed approaches to two marketing campaigns we're considering in the months ahead. The below represent working titles(!). The first would be to reinforce New York City's place as a hub for growth and innovation and tie together existing and future initiatives. The second will be linked to a new set of programmatic initiatives we're hoping to launch [REDACTED]
[REDACTED]

We'll also want to talk a little bit about the structuring of the relationship and dig deeper into the pricing portion of Edelman's proposal.

Thanks so much, and enjoy the weekend.

Best,
James

- 1) "NYC is open for business" initiative
 - To tell the story of how NYC is a place to do business, successful growth stories and amplification and roll out all the various City initiatives to support job growth through tech and innovation investments across industries (AR/VR, Blockchain, cyber security, smart cities, fashion, biotech, corporate relocations, public private partnerships etc.)
- 2) "This tech job is for you" initiative
 - (À la women.nyc) To inspire NYers to explore careers in tech and connect them with resources they need to get a job in tech. It will amplify and connect target population with what the city is doing already from CS4ALL to Spotify's apprenticeship program with TTP, and be an umbrella to launch new initiatives (\$ going to new training programs). Could potentially include what our tech companies and non-profits are already doing in the space hiring from CUNY, apprenticeships etc

From: Hagelgans, Andrea
Sent: Thursday, March 14, 2019 6:30 PM
To: James Katz
Cc: Gray, Lauren ; Sullivan, Carly ; Stephanie Baez ; Ana Ariño
Subject: Re: Edelman Proposal

Ok. We will need to do the meeting on tuesday at 3:30. Looking forward to it!

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: James Katz <jkatz@edc.nyc>
Date: 3/14/19 6:27 PM (GMT-05:00)
To: "Hagelgans, Andrea" <[Andrea.Hagelgans@\[REDACTED\]](mailto:Andrea.Hagelgans@[REDACTED])>
Cc: "Gray, Lauren" <[Lauren.Gray@\[REDACTED\]](mailto:Lauren.Gray@[REDACTED])> "Sullivan, Carly" <[Carly.Sullivan@\[REDACTED\]](mailto:Carly.Sullivan@[REDACTED])> Stephanie Baez <sbaez@edc.nyc>, Ana Ariño <aarino@edc.nyc>
Subject: Re: Edelman Proposal

Email Originated Externally

45 I think would do it.

On Thu, Mar 14, 2019 at 6:11 PM -0400, "Hagelgans, Andrea"
<[Andrea.Hagelgans@\[REDACTED\]](mailto:Andrea.Hagelgans@[REDACTED]) [mailto:Andrea.Hagelgans@\[REDACTED\]](mailto:Andrea.Hagelgans@[REDACTED])> wrote:

Would a 1/2 hour be enough time ?

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: James Katz <jkatz@edc.nyc>
Date: 3/14/19 5:49 PM (GMT-05:00)
To: "Hagelgans, Andrea" <[Andrea.Hagelgans@\[REDACTED\]](mailto:Andrea.Hagelgans@[REDACTED])>
Cc: "Gray, Lauren" <[Lauren.Gray@\[REDACTED\]](mailto:Lauren.Gray@[REDACTED])> "Sullivan, Carly" <[Carly.Sullivan@\[REDACTED\]](mailto:Carly.Sullivan@[REDACTED])> Stephanie Baez
<sbaez@edc.nyc>, Ana Ariño <aarino@edc.nyc>
Subject: RE: Edelman Proposal

Email Originated Externally

Andrea and team,

We have reviewed Edelman's proposal and appreciate the thoughtful approach. As noted, we hope to move forward quickly on a selection and are wondering if you're available for a follow up conversation early next week, at either 9AM on Monday or 3:30PM on Tuesday. In either case, this would be by phone owing to some travel schedules on our end (chiefly, my own). The Monday time is slightly preferred, but we can make either work.

Thanks so much. We look forward to continuing the conversation.

Regards,
James

From: Hagelgans, Andrea <[Andrea.Hagelgans@\[REDACTED\]](mailto:Andrea.Hagelgans@[REDACTED])>
Sent: Wednesday, March 13, 2019 5:50 PM
To: James Katz <jkatz@edc.nyc>
Cc: Gray, Lauren <[Lauren.Gray@\[REDACTED\]](mailto:Lauren.Gray@[REDACTED])> Sullivan, Carly <[Carly.Sullivan@\[REDACTED\]](mailto:Carly.Sullivan@[REDACTED])>
Subject: Edelman Proposal

Dear James,

On behalf of Edelman, I am pleased to present you and NYCEDC with our proposal for strategic communications and implementation. We have designed a program that we believe meets your immediate needs while propelling NYCEDC forward as you work to shape the future of NYC for its residents. Your designated Edelman team is steeped in NYC and its communities but also understands the larger landscape through our national and global campaigns related to tech, housing, workforce development, and economic development, including the annual meeting of the World Economic Forum in Davos. We would be honored to support NYCEDC.

We look forward to discussing this proposal with you.

Thank you again for considering Edelman.

Best,
Andrea Hagelgans

Andrea Hagelgans
EVP, Head of Reputation
Edelman
250 Hudson Street
New York, NY 10013
Mobile: [REDACTED]

From: Hagelgans, Andrea <Andrea.Hagelgans@[REDACTED]>
Sent: Friday, March 15, 2019 1:33 PM
To: James Katz
Cc: Gray, Lauren; Sullivan, Carly; Stephanie Baez; Ana Ariño
Subject: RE: Edelman Proposal

Sounds good. Have a wonderful weekend

From: James Katz
Sent: Friday, March 15, 2019 1:29 PM
To: Hagelgans, Andrea
Cc: Gray, Lauren ; Sullivan, Carly ; Stephanie Baez ; Ana Ariño
Subject: RE: Edelman Proposal

Email Originated Externally

Andrea,

On next week's call we'd welcome the opportunity to talk with you about proposed approaches to two marketing campaigns we're considering in the months ahead. The below represent working titles(!). The first would be to reinforce New York City's place as a hub for growth and innovation and tie together existing and future initiatives. The second will be linked to a new set of programmatic initiatives we're hoping to launch [REDACTED]

We'll also want to talk a little bit about the structuring of the relationship and dig deeper into the pricing portion of Edelman's proposal.

Thanks so much, and enjoy the weekend.

Best,
James

1) "NYC is open for business" initiative

- To tell the story of how NYC is a place to do business, successful growth stories and amplification and roll out all the various City initiatives to support job growth through tech and innovation investments across industries (AR/VR, Blockchain, cyber security, smart cities, fashion, biotech, corporate relocations, public private partnerships etc.)

2) "This tech job is for you" initiative

- (À la women.nyc) To inspire NYers to explore careers in tech and connect them with resources they need to get a job in tech. It will amplify and connect target population with what the city is doing already from CS4ALL to Spotify's apprenticeship program with TTP, and be an umbrella to launch new initiatives (\$ going to new training programs). Could potentially include what our tech companies and non-profits are already doing in the space hiring from CUNY, apprenticeships etc

From: Hagelgans, Andrea <[Andrea.Hagelgans@\[REDACTED\]](mailto:Andrea.Hagelgans@[REDACTED])>
Sent: Thursday, March 14, 2019 6:30 PM
To: James Katz <jkatz@edc.nyc>
Cc: Gray, Lauren <[Lauren.Gray@\[REDACTED\]](mailto:Lauren.Gray@[REDACTED])> Sullivan, Carly <[Carly.Sullivan@\[REDACTED\]](mailto:Carly.Sullivan@[REDACTED])> Stephanie Baez <sbaez@edc.nyc>; Ana Ariño <aarino@edc.nyc>
Subject: Re: Edelman Proposal

Ok. We will need to do the meeting on tuesday at 3:30. Looking forward to it!

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: James Katz <jkat@edc.nyc>

Date: 3/14/19 6:27 PM (GMT-05:00)

To: "Hagelgans, Andrea" <Andrea.Hagelgans@>

Cc: "Gray, Lauren" <Lauren.Gray@> "Sullivan, Carly" <Carly.Sullivan@> Stephanie Baez <sbaez@edc.nyc>, Ana Ariño <aarino@edc.nyc>

Subject: Re: Edelman Proposal

Email Originated Externally

45 I think would do it.

On Thu, Mar 14, 2019 at 6:11 PM -0400, "Hagelgans, Andrea"

<Andrea.Hagelgans@> <mailto:Andrea.Hagelgans@> wrote:

Would a 1/2 hour be enough time ?

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: James Katz <jkat@edc.nyc>

Date: 3/14/19 5:49 PM (GMT-05:00)

To: "Hagelgans, Andrea" <Andrea.Hagelgans@>

Cc: "Gray, Lauren" <Lauren.Gray@> "Sullivan, Carly" <Carly.Sullivan@> Stephanie Baez <sbaez@edc.nyc>, Ana Ariño <aarino@edc.nyc>

Subject: RE: Edelman Proposal

Email Originated Externally

Andrea and team,

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Thanks so much. We look forward to continuing the conversation.

Regards,

James

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Sent: Wednesday, March 13, 2019 5:50 PM

To: James Katz <jkat@edc.nyc>

Cc: Gray, Lauren <[Lauren.Gray@\[REDACTED\]](mailto:Lauren.Gray@[REDACTED])> Sullivan, Carly <[Carly.Sullivan@\[REDACTED\]](mailto:Carly.Sullivan@[REDACTED])>
Subject: Edelman Proposal

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We look forward to discussing this proposal with you.

Thank you again for considering Edelman.

Best,
Andrea Hagelgans

Andrea Hagelgans
EVP, Head of Reputation
Edelman
250 Hudson Street
New York, NY 10013
Mobile: [REDACTED]

From: Hagelgans, Andrea <Andrea.Hagelgans@[REDACTED]>
Sent: Wednesday, March 20, 2019 5:18 PM
To: James Katz
Subject: Follow up materials
Attachments: New York City Economic Development Corporation - LOA 03 20 19.docx; Will OConnor_EVP_GH_Technology_NYC_ Biography 2019.pptx; Sara Saldi Bio _ 2019.pptx; Edelman Intelligence Case Studies.pptx

James,

Thank you again for yesterday's discussion. It was really helpful to learn about the additional projects that EDC has cooking and how we may be able to contribute to the success.

I'm attaching the documents we discussed yesterday for your review: Case studies from our research arm; 2 bios from our tech team (they would be available for counsel or possibly slot in full time on the team depending on scope needs); and a LOA for your review.

We've not yet updated the budget numbers to reflect the two marketing campaigns as we weren't sure whether you would like us to pursue. Please let me know your thoughts. Again, I think the simplest possibility is to increase the monthly capped amount and then similar to a bank account you draw down each month and roll over any unused portion. We'd align each week on how many hours have been used, the amount of budget that remains and recommendations for how best to prioritize.

Looking forward to continuing the conversation.

Best,
Andrea

Andrea Hagelgans
EVP, Head of Reputation
Edelman
250 Hudson Street
New York, NY 10013
Mobile: [REDACTED]

LETTER OF AGREEMENT

March 20, 2019

James Katz
Executive Vice President & Chief of Staff
110 William St,
New York, NY 10038

For Edelman Use Only

GM:

Client Code:

Contract No(s):

Dear James:

This constitutes the master services agreement ("Agreement") between **New York City Economic Development Corporation** ("Client") and Daniel J. Edelman, Inc., doing business as Edelman, ("Edelman") for the provision of services as set forth herein. The parties agree as follows:

1. Services. Edelman shall perform those services ("Services") set forth in each statement of work ("SOW") executed by the parties, which is attached hereto as an Exhibit. If Client wants to expand the scope of the Services or wants additional services, Client and Edelman shall mutually agree upon the additional services to be performed and the amount required to perform the additional services and either amend the current SOW or execute a new SOW, as appropriate. Edelman shall bill Client and Client shall pay Edelman for such additional services in accordance with the terms of this Agreement and SOWs.

2. Compensation.

2.1. Budget. The total projected fees, expenses, and payment schedule for the Services ("Budget"), if determined, are set forth in each SOW. The Budget pertains to Services only as set forth in the SOW and is only for Services rendered by Edelman's **New York** office, unless specifically provided otherwise herein. If Client expands the scope of the Services or wants additional services, the amount required to perform the additional services shall be determined and the Budget in the SOW will be either amended or a new SOW will be executed, as appropriate. If any activities entail services of other Edelman offices, divisions or affiliates, Client will pay for such services at Edelman's then current time and material rates customary for such office location, practice and title. Edelman, with prior notice to Client, may in its sole discretion amend its then current billing rates.

2.2. Expenses.

(a) Third-Party Expenses. Client shall reimburse Edelman for all out-of-pocket, third-party vendor expenses incurred by Edelman in performing the Services. Such expenses include, but are not limited to, research services, media monitoring/clipping, production costs, and conferencing charges. Client shall pay a ten percent (10%) service charge on all such expenses incurred and paid by Edelman. Client may avoid the service charge by paying vendors directly. For any individual expense equal to or greater than US\$5,000, Client shall be required to prepay Edelman or directly pay vendors.

(b) Travel and Additional Expenses. Client shall reimburse Edelman monthly for all travel and/or entertainment related expenses incurred by Edelman or its employees in performing the Services, including, but not limited to, air travel, ground transportation, lodging, meals, tips and wireless internet and long distance telephone calls, cellular phones, messengers, and overnight delivery. Such expenses are not subject to the 10% service charge.

(c) Taxes. Client shall reimburse Edelman for all taxes, including, without limitation, taxes on the sale or use of goods and services, value added taxes, and general services taxes, imposed by any government or taxation authority, as a result of Edelman's performance of the Services; provided, however, that Client shall not be responsible for any taxes based solely on Edelman's income.

(d) Administrative Expenses. Client shall pay Edelman a monthly charge equal to six percent (6%) of Edelman's monthly fees, for certain expenses incurred by Edelman in order to provide the Services, which include, but are not limited to, certain research and media databases and other technological tools and applications. Notwithstanding any provision to the contrary contained herein, Edelman shall not provide Client with an accounting or detail for such charges.

(e) Legal Services: The costs of Edelman's outside legal services incurred to approve copy, deal with regulatory issues, arrange spokespersons, negotiate terms with vendors and suppliers engaged on behalf of Client, and other matters dealing with the provision of services will be billable to Client as a third party expense. Edelman shall provide for Client's prior approval, an estimate of legal expenses to be incurred.

2.3. Payment. Except as otherwise provided herein, payments for the fees and expenses described in this Section 2 and any SOWs are due and owing to Edelman on the invoice dates; provided, however, that such payments shall not be deemed late if received by Edelman within thirty (30) days of such invoice dates. If payment is not received by Edelman within such period, Edelman may assess and Client agrees to pay a late payment charge at the rate of 1% per month (12% per year) or the maximum legal rate. If Client is more than thirty (30) days late in paying any invoice, Edelman may, in its sole discretion, cease performing Services until Client had paid all outstanding invoices. Edelman's failure to issue an invoice in a timely manner will not relieve Client of Client's obligation to pay the amounts due pursuant to such invoice, but will postpone the due date accordingly. Restrictive endorsements or other statements on checks accepted by Edelman shall be of no force or effect. To the extent that Client disputes any invoice, Client must provide Edelman written notice of such dispute within thirty (30) days of the invoice date, or Client shall waive any claim with respect to such invoice.

3. Indemnification.

3.1 Client represents and warrants that the materials and information it provides to Edelman are accurate and complete and that it is the owner or licensee of all intellectual property rights sufficient to enable Edelman to edit, reproduce and otherwise use, publish and distribute such materials in performing Services for Client. Client shall defend, indemnify and hold Edelman harmless from and against any third-party liabilities, actions, claims, damages, judgments or expenses, including reasonable attorneys' fees and costs, (collectively "Claims") that arise out of or relate to: (i) information, statements or materials prepared or provided by Client, that Client directed Edelman to use or that were approved by Client (ii) product liability or death, personal injury or property damage arising out of, or relating to, Client's acts or omissions or Client's products, services or equipment; and/or (iii) Client's negligence or willful misconduct.

3.2 Edelman shall defend, indemnify and hold Client harmless from and against any Claims that arise out of, or relate to Edelman's gross negligence or willful misconduct in performing the Services under this Agreement.

3.3 The indemnifying party's obligations under this Agreement are conditioned upon (i) the other party's giving prompt, written notice of a Claim; (ii) the indemnifying party having sole control of the defense and settlement of a Claim (provided that the indemnifying party may not settle any Claim in a manner that would adversely affect the other party's rights, reputation or interests without the other party's prior written consent, which shall not be unreasonably withheld); and (iii) the other party's cooperation with the indemnifying party, at the indemnifying party's expense, in the defense and settlement of the Claim, as the indemnifying party may reasonably request. The party seeking indemnification shall have the right to participate in the defense thereof with counsel of its choosing at its own expense.

3.4 In addition, in matters in which Edelman is not an adverse party, Client shall pay or reimburse Edelman for all reasonable staff time, attorneys' fees and expenses Edelman incurs in relation to subpoenas, depositions, discovery demands and other inquiries in connection with suits, proceedings, governmental, legislative or regulatory hearings, investigations or other civil or criminal proceedings in which Client is a party, subject or target.

3.5 This Section shall survive termination or expiration of this Agreement.

4. Term. This Agreement shall commence effective as of **[INSERT DATE EDELMAN STARTED OR WILL START PERFORMING SERVICES]** and shall continue for one (1) year. This Agreement shall automatically renew for subsequent one-year terms unless terminated by either party as provided herein.

5. Termination. Either party may terminate this Agreement or a particular SOW for any reason by providing the other party with not less than sixty (60) days' written notice. In addition, either party may terminate this Agreement upon ten (10) days' written notice to the other party in the event of a material breach of this Agreement (including non-payment of any invoice), if such breach is not corrected by the other party within the ten-day period. Either party may immediately terminate this Agreement if the other becomes insolvent; is unable to pay its debts as they mature; is the subject of a petition in bankruptcy or of any other proceeding under bankruptcy, insolvency or similar laws; makes an assignment for the benefit of creditors, or is named in, or its property is subjected to, a suit for the appointment of a receiver; or is dissolved or liquidated. The respective rights and duties of the parties shall continue in full force and effect during the notice period. Upon expiration or termination of this Agreement, Client shall pay Edelman fees through the termination date and reimburse Edelman for expenses incurred through the termination date. In addition, Client shall either assume liability or pay Edelman for non-cancelable expenses committed to be incurred prior to the termination date. This Section shall survive termination or expiration of this Agreement.

If the term set forth in an SOW extends beyond the expiration or termination date of this Agreement, the terms of this Agreement shall extend automatically for such SOW until such SOW's termination or expiration.

6. Limitation of Liability. EDELMAN'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATING TO, THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY) SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO EDELMAN PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL EDELMAN BE LIABLE TO CLIENT FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR PROFITS), WHETHER OR NOT NOTIFIED OF SUCH DAMAGES. This Section shall survive termination or expiration of this Agreement.

7. Confidentiality. Each party will use reasonable efforts to keep confidential all information and materials so designated by the other party and to limit access to such information and materials to those with a need to know for purposes of performing this Agreement. Notwithstanding the foregoing, each party acknowledges that information and materials shall not be deemed confidential for the purposes of this Agreement if such information and materials: (i) become publicly available through no wrongful act or breach of any obligation of confidentiality on the receiving party's part; (ii) are, at the time of disclosure, lawfully known to the receiving party without restriction on disclosure; (iii) are independently developed or obtained by the receiving party without breach of this Agreement; (iv) are required to be disclosed by law or applicable legal process; or (v) are authorized for release by the disclosing party. Edelman shall have the right to utilize any publicly available work product to demonstrate examples of Edelman's work and in order to seek industry awards for Edelman's work.

8. Intellectual Property. Unless specifically provided for in the SOW and paid for by Client, Edelman does not perform any searches, including but not limited to, trademark, copyright or patent searches, to determine if materials prepared or provided by it, or any portion thereof, may infringe the rights of any third party, and such searches and determinations are the responsibility of Client. Nothing in this Agreement shall prohibit or prevent Edelman from using materials that are obtained from third parties pursuant to limited licenses.

Conditioned upon payment in full of all amounts due and owing Edelman with respect to the Services, Edelman will assign all of its right, title and interest, including all of its copyright and trademark rights, in the materials Edelman creates in connection with such Services; provided, however, that Client shall obtain no ownership interest in (i) third party materials, including without limitation, stock photography,

(ii) materials prepared by Edelman prior to or outside the scope of this Agreement, even if customized for Client, and (iii) materials Edelman considers proprietary, including but not limited to, media lists, certain media training guides, influencer lists, data bases, materials and proposals Edelman submits to Client that Client does not engage Edelman to implement. Upon Client's request, and at Client's expense, Edelman shall use reasonable efforts to obtain from any third party any and all assignments and releases necessary to grant Client the rights of such third party. This Section shall survive termination or expiration of this Agreement.

9. Non-Solicitation of Employees. During the term of this Agreement and for one (1) year after its termination, Client will not, without the written consent of Edelman, knowingly solicit (either directly or indirectly) any Edelman employee with whom Client came into contact during the performance of this Agreement, for the purpose of engaging such employee as an employee, consultant, agent or other independent contractor. In the event Client does so solicit and employ or engage any person so employed by Edelman, Client shall pay Edelman a fee equal to the total amount of such employee's annual cash and non-cash compensation as a reimbursement to Edelman of its recruitment and training costs. This Section shall survive termination or expiration of this Agreement.

10. Choice of Law and Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Illinois, regardless of any conflict of law rules. Client hereby submits to the exclusive jurisdiction of the federal and state courts located in the State of Illinois. This Section shall survive termination or expiration of this Agreement.

11. Attorneys' Fees. In the event that any action or proceeding (including, without limitation, any alternative dispute resolution mechanism agreed to by the parties) is brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees. This section shall survive termination or expiration of this Agreement.

12. Assignment. Neither party may assign this Agreement or any rights or obligations hereunder, whether directly or indirectly, without the prior written consent of the other party; provided, however, that Edelman may elect to engage subcontractors in connection with the performance of its Services hereunder.

13. Force Majeure. Neither party shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the reasonable control of the party unable to perform, except for the failure to pay any amounts due hereunder. If a force majeure event remains in effect for more than thirty days, the other party may terminate the affected SOW.

14. Notice. Except as otherwise provided herein, all notices that either party is required or may desire to give the other party hereunder shall be in writing and shall be sufficiently given if (i) delivered in person, (ii) sent by registered or certified mail, either postage prepaid, (iii) sent by prepaid overnight courier; or (iv) transmitted by e-mail, when received and opened. All such notices shall be addressed to each party as follows:

If to Edelman:	Chris Manzini Daniel J. Edelman, Inc. 250 Hudson Street, New York, NY 10013 Chris.manzini@[REDACTED]
With a copy to:	Office of the General Counsel Daniel J. Edelman, Inc. 200 East Randolph Drive Chicago, IL 60601 E-mail: shan.bhati@[REDACTED] or peter.petros@[REDACTED]
If to Client:	James Katz

	Executive Vice President & Chief of Staff 110 William St, New York, NY 10038 [E-mail Address]
With a copy to:	[Client's Contact] [Company Name] [Address] [E-mail Address]

15. Section Headings. Section headings contained herein are solely for convenience and are not in any sense to be given weight in the construction of this Agreement.

16. Counterparts. This Agreement and any SOW hereunder may be executed in two or more Counterparts, each of which will be deemed an original for purposes of this Agreement or the SOW.

17. Compliance with Laws. Client shall comply with, and be in compliance with, all applicable federal, state and municipal statutes, laws, ordinances and regulations, including, without limitation, those relating to privacy, security, environment, Occupational Safety and Health Administration, labor standards, and any required permits, licenses and certifications. In compliance with data privacy and security laws, the parties agree to, among other things, comply with the provisions of Appendix 1.

18. Survival. The respective rights and obligations of the parties set forth in this Agreement shall survive the expiration or termination of this Agreement to the extent necessary to the intended preservation of such rights and obligations.

19. Entire Agreement. This Agreement, along with any and all SOWs, exhibits and attachments, constitutes a single agreement, as well as the entire agreement with respect to the subject matter hereof, supersedes any prior or contemporaneous agreement between the parties, whether written or oral, with respect to the subject matter hereof, and may be modified or amended only by a writing signed by the party to be charged.

20. Order of Precedence. Any preprinted terms and conditions of the parties' business forms shall be without legal effect with respect to this Agreement or any SOWs.

Your signature below confirms that you, as an authorized representative of Client, enter into this Agreement on behalf of Client.

Sincerely, Daniel J. Edelman, Inc.

ACCEPTED AND AGREED TO ON THIS ____ DAY OF _____, 20____.

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION DANIEL J. EDELMAN, INC.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Appendix 1 - Data Protection Addendum

SECTION 1 Purpose

This Addendum supplements the Agreement with respect to the parties' Processing of Personal Data and compliance with Data Protection Law. This is not intended to modify the terms of the Agreement, but shall take precedent with respect to matters involving the Processing of Personal Data.

SECTION 2 Definitions

Capitalized terms used but not defined have the meaning given in the Agreement.

"Client Personal Data" means Personal Data received from or on behalf of the Client in connection with the performance of the Services.

"Data Protection Law" means any law, rule, regulation, decree, statute, or other enactment, order, mandate or resolution, as applicable to Client or Edelman, relating to data security, data protection and/or privacy, including, without limitation, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data ("GDPR"), and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance binding on Client or Edelman, as amended, extended, repealed and replaced, or re-enacted from time to time.

"Personal Data" means any information relating to an identified or identifiable natural person ("Data Subject"). An identifiable natural person is one who can be identified, directly or indirectly, in particular by referencing an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorized access to Personal Data, whether transmitted, stored, or otherwise Processed.

"Data Controller" means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of personal data.

"Data Processor" means a natural or legal person, public authority, agency or any other body which processes personal data on behalf of the Data Controller.

"Processing" means any operation or set of operations that is performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction. "Process" and "Processed" will have equivalent meanings.

SECTION 3 GDPR Requirements

- (1) Client, in its capacity as a Data Controller, shall:
 - (i) Ensure that it has the lawful right to authorize Edelman to process Client Personal Data as contractually agreed or as instructed by the Client;
 - (ii) Comply with Data Protection Law in connection with the Processing of Client Personal Data;
 - (iii) Ensure all instructions given by it to Edelman with respect to the Processing of Client Personal Data are compliant with Data Protection Law;
 - (iv) Be solely responsible for assessing the admissibility of the Processing requested by it and for the rights of affected parties;

- (v) Document all orders, partial orders or instructions provided to Edelman. In urgent cases, instructions may be given verbally, provided Client promptly confirms and documents the instructions;
 - (vi) Immediately notify Edelman of any errors or irregularities found when reviewing the results of the processing;
 - (vii) Be responsible for ensuring that any subprocessors of Client Personal Data selected by Client comply fully with Data Protection Law; and
 - (viii) To the extent Client receives Personal Data of Edelman employees pursuant to the Agreement, Client will process such Personal Data in compliance with Edelman's instructions and Data Protection Law.
- (2) Edelman, in its capacity as a Data Processor to Client, shall:
- (i) Process Client Personal Data pursuant to the Agreement only on documented instructions from Client, including with regard to transfers of Personal Data to a third country, an international organization, unless required to do otherwise by European Union or Member State law to which Edelman is subject. In such case, Edelman will inform Client of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
 - (ii) Ensure that persons authorized by Edelman to Process Client Personal Data (except to the extent a subprocessor has been selected by Client) have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. Edelman shall not be responsible for the actions of subprocessors Client has selected and instructed Edelman to utilize with respect to the Processing of Client Personal Data;
 - (iii) Take all measures required by Data Protection Law relating to data security, including but not limited to adequate information security measures in accordance with Data Protection Law;
 - (iv) Taking into account the nature of the Processing, assist Client by appropriate technical and organizational measures, insofar as this is reasonably possible, for the fulfillment of Client's obligation to respond to requests for exercising the Data Subjects' rights stated in Data Protection Law with respect to Client Personal Data;
 - (v) Reasonably assist Client in ensuring compliance with data security, Personal Data Breach obligations and data protection impact assessments, and engaging in other matters, pursuant to and as required by Data Protection Law with respect to Client Personal Data. In particular, Edelman shall notify the Client without undue delay on becoming aware of any Personal Data Breach in respect of Client Personal Data;
 - (vi) maintain records of all of its Processing activities hereunder and make available to the Client such information in its possession or control as is reasonably necessary to demonstrate its compliance with this Exhibit and Data Protection Law;
 - (vii) upon notice from Client, promptly delete or return all the Personal Data to Client that Edelman has Processed solely for Client pursuant to the Agreement, after the end of the provision of Services relating to Processing, and delete existing copies unless European Union or Member State law requires storage of Personal Data;
 - (viii) promptly inform Client if, in its opinion, an instruction from Client is inconsistent with Data Protection Law in which case Edelman shall be entitled to suspend providing the relevant Services until the parties have agreed upon amended instructions which are not inconsistent with Data Protection Law.
- (3) To the extent that Edelman Processes Personal Data pursuant to the Agreement in the capacity of a Data Controller, it will comply with Data Protection Law and the requirements of subsection (1) above.

- (4) To the extent that Client receives Personal Data from Edelman (e.g., Personal Data of Edelman employees, media contact or suppliers) pursuant to the Agreement, Client will Process such Personal Data in accordance with Data Protection Law and Edelman's instructions from time to time.
- (5) The subject matter of the Processing, including the nature, purposes and duration of Processing operations to be carried out and the categories of data subjects and types of Personal Data to be Processed, will be described in a SOW or other written agreement signed by the parties' authorized representatives, or documented instructions from the instructing party, each of which forms an integral part of the Agreement.
- (6) Each party will notify the other party without delay upon becoming aware of a Personal Data Breach affecting the other party's Personal Data Processed pursuant to the Agreement.
- (7) Where one party faces an actual or potential claim arising out of or related to violation of any Data Protection Law concerning the Services or Personal Data Processed hereunder, the other party will promptly provide all materials and information requested that is relevant to the defense of such claim and the underlying circumstances concerning the claim.
- (8) Each party agrees that to the extent the other party Processes the name, business telephone number, business cell phone number, business address, or business email address of the other party's employees in the ordinary course of developing and/or maintaining a business relationship between Client and Edelman, each party represents to the other party that it is authorized to permit the other party to Process such Personal Data regarding employees for the sole purpose of performing their respective responsibilities under the Agreement and instructs the other party to Process such Personal Data for such purposes.
- (9) To the extent either party provides instructions to the other party to Process Personal Data, the party providing instructions represents and warrants that it has the appropriate authorization to permit the party receiving instructions to Process such data consistent with the instructions in accordance with Data Protection Law (including GDPR).
- (10) In the event and to the extent Processing instructions issued by Client make performance of the Agreement commercially unreasonable, Edelman shall advise Client and the parties will negotiate in good faith an amicable resolution of same. On resolution, the Processing instructions will take effect. Absent an amicable resolution, Edelman shall be entitled to terminate the Agreement for cause. Client shall reimburse Edelman for additional expenses reasonably incurred as a result of complying with Client's requests and/or instructions hereunder.
- (11) The Client acknowledges that Edelman uses cloud services to store and process data which may involve the transfer of Client Personal Data outside the United Kingdom and European Economic Area (EEA). The Client consents to this transfer of Client Personal Data provided it is effected by way of Appropriate Safeguards. "**Appropriate Safeguards**" means such legally enforceable mechanism(s) for transfers of personal data as may be permitted under applicable Data Protection Law from time to time.



Will O'Connor

Executive Vice President & Group Head, Technology Sector, Edelman New York

Will leads the Technology Communications practice at Edelman New York. He is an accomplished communications and marketing strategist who brings over fifteen years of experience, spanning US, EMEA and Asian markets.

A strong proponent of progressive, integrated campaigns, Will works with global brands to help evolve, promote and protect their reputations. He has designed and executed corporate reputation campaigns for companies including HP, Nissan, Samsung, and Flex.

Will joined Edelman New York in 2011 following five years with Edelman London where he directed regional and global corporate communications programs for brands like Xbox, Motorola, Orange [France Telecom] and Canon. His tenure included two years leading the firm's A&R Technology sub-brand.

In both London and NYC, Will led Samsung's global corporate content and executive visibility programs. Partnering closely with Samsung's Seoul-based HQ team, he led the global roll-out of Samsung's corporate narrative framework, directed global events and executive visibility media programs, drove innovation storytelling efforts and coordinated global media strategies for CSR/CSV initiatives.

Will is a keen observer of cultural and technology trends, using these insights to help brands navigate changing market conditions and anticipate future business and user dynamics. He spent his early career helping build brands in the nascent digital audio, video, rights management and publishing markets. He is a graduate of Durham University in the UK.

Sara Saldi

Vice President

Corporate & Public Affairs, Technology, New York



A Vice President in Edelman's Corporate & Public Affairs Technology practice, Sara has over seven years of experience developing and executing strategic corporate communications plans on behalf of clients across the technology industry. Her expertise lies in storytelling and brand building, global account coordination, executive communications and driving successful corporation reputation programs.

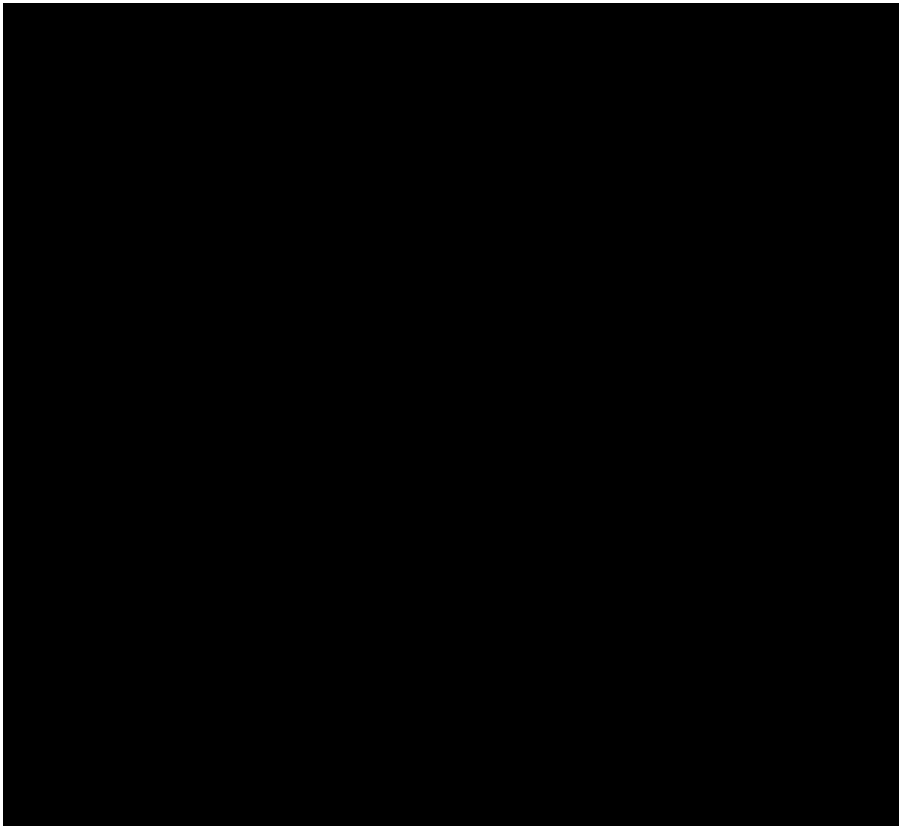
Currently, Sara leads a global corporate communications program for Samsung Electronics, owning Samsung's global innovation narrative, developing corporate materials and messaging for Samsung's Global Business Units, and advising on key reputational issues. She also serves as the Global Client Knowledge Manager for Samsung, coordinating between 15+ regions for Edelman's largest global account.

Sara also currently manages multiple employee engagement workstreams for Comcast, as the company works to transform its end-to-end employee experience and improve brand perceptions. Previously at Edelman, Sara has worked with companies such as Blue Apron, Pandora, IMAX and Shopkick, building brand awareness, driving corporate storytelling and managing relationships.

Sara graduated from New York University with a Bachelor of Science in Media, Culture and Communication.

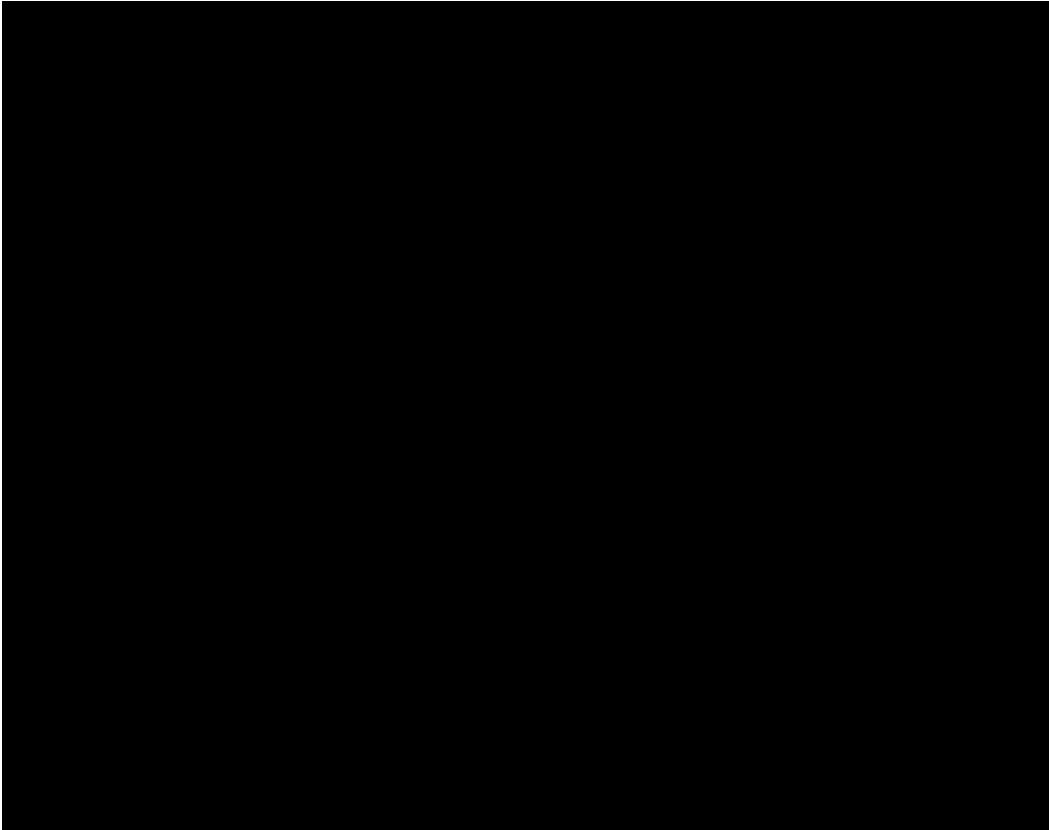


U.S. Centers for disease control and prevention (CDC)



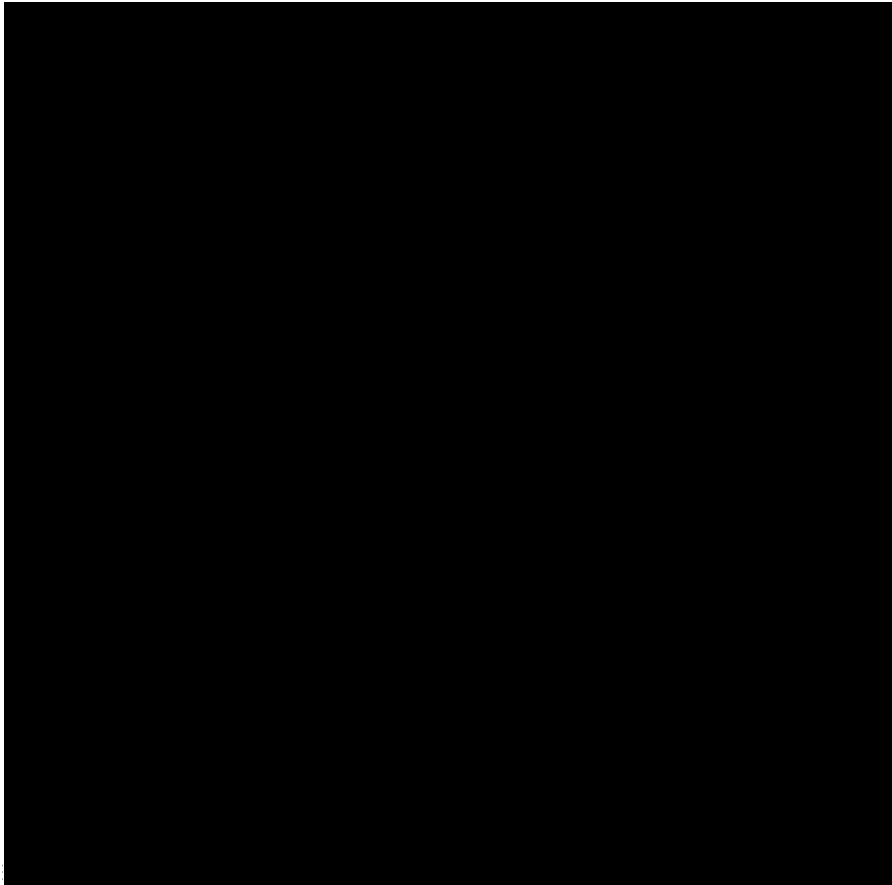


Prime Minister's Office of Japan



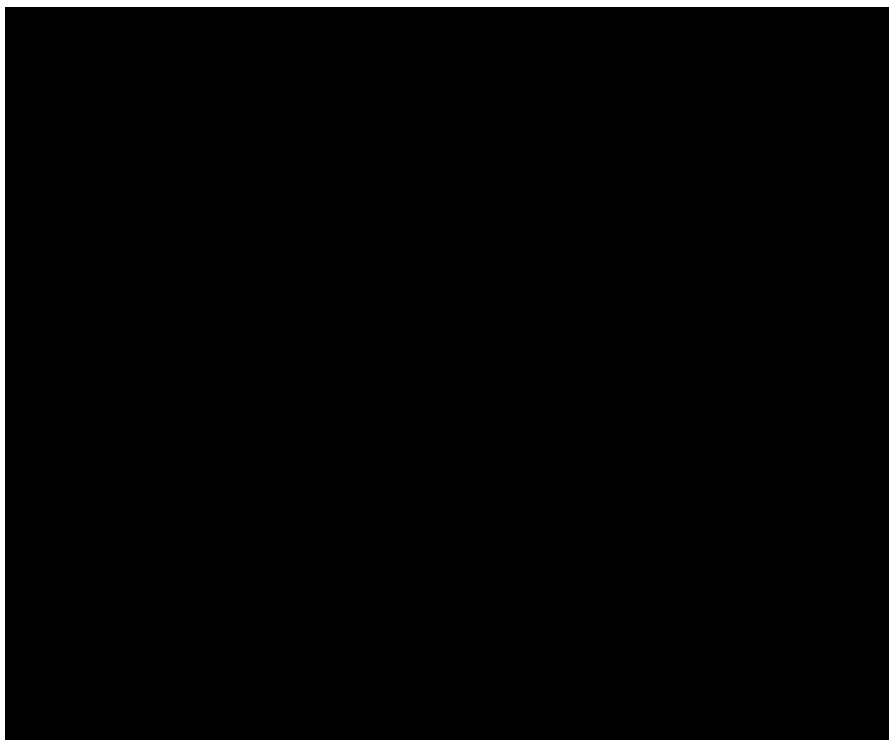


GLOBAL PHOSPHATE Fertilizer PRODUCER



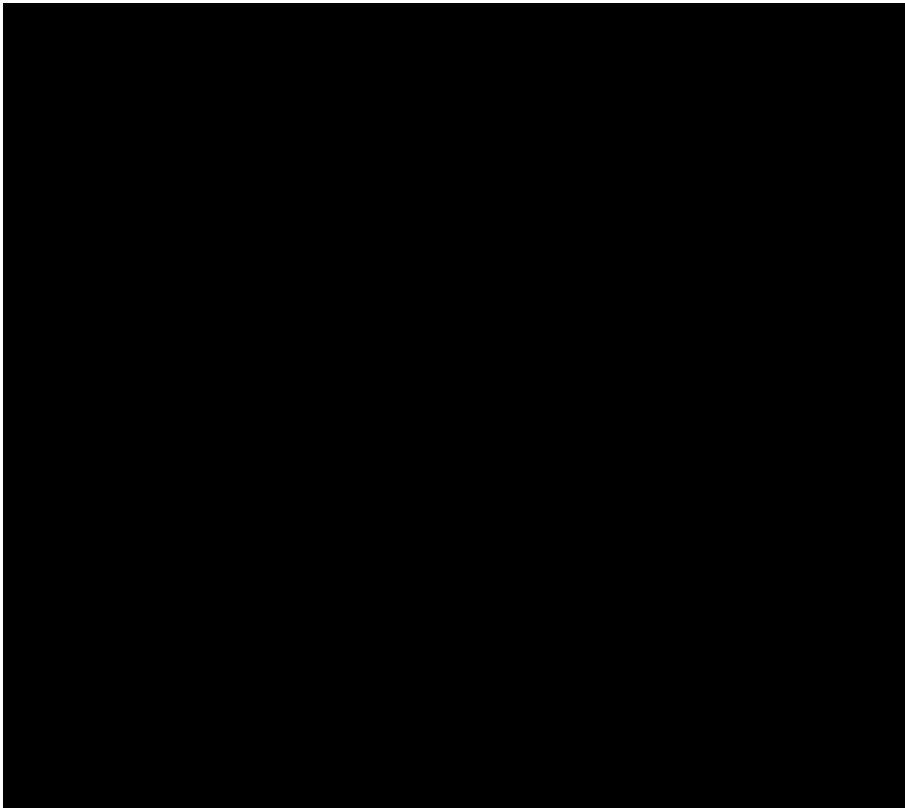


SHELL power personas





THE NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION



From: James Katz
Sent: Thursday, March 21, 2019 10:26 AM
To: 'Hagelgans, Andrea'
Subject: RE: Follow up materials

Thanks, this is very helpful. Reviewing and will revert forthwith.

From: Hagelgans, Andrea
Sent: Wednesday, March 20, 2019 5:18 PM
To: James Katz
Subject: Follow up materials

James,

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Looking forward to continuing the conversation.

Best,
Andrea

Andrea Hagelgans
EVP, Head of Reputation
Edelman
250 Hudson Street
New York, NY 10013
Mobile: [REDACTED]

From: James Katz
Sent: Thursday, March 21, 2019 12:56 PM
To: Hagelgans, Andrea
Subject: Re: Follow up materials

Thanks again for this. We're reviewing the particulars of the LOA and will come back with comments. How would you propose to tackle creation of an initial SOW based on our conversations?

On Wed, Mar 20, 2019 at 5:22 PM -0400, "Hagelgans, Andrea" <[Andrea.Hagelgans@\[REDACTED\]](mailto:Andrea.Hagelgans@[REDACTED])> wrote:

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250 Hudson Street

New York, NY 10013

Mobile: [REDACTED]

From: Hagelgans, Andrea <Andrea.Hagelgans@[REDACTED]>
Sent: Thursday, March 21, 2019 12:58 PM
To: James Katz
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Cc: Ana Ariño
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Thanks for considering it,
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About the panel, scheduled for 10:30am

The state of the cities: how municipal stability has powered the U.S. and Europe through national instability

European cities are thriving. Despite the region's economic and political woes, local governments have focused and are delivering on a better future. The political structure of city governments has remained intact and economies – driven by small- and-medium enterprises – have shown marked growth and success. At a more granular level, Europe is much stronger than meets the eye.

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8:15 – 8:45am: Why U.S.-European economic cooperation is more important now than ever before—for both parties

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8:45 – 9:15am: Business in the new societal context: the role of the private sector in a new European political and socioeconomic reality

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9:15 – 10:15am: Fostering the workforce of tomorrow through U.S.-Europe education & collaboration

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Andrea Hagelgans
EVP, Head of Reputation
Edelman
250 Hudson Street
New York, NY 10013
Mobile: [REDACTED]

From: Hagelgans, Andrea <Andrea.Hagelgans@[REDACTED]>
Sent: Thursday, March 21, 2019 1:02 PM
To: James Katz
Cc: Ana Ariño
Subject: RE: Follow up materials

Very!

-----Original Message-----

From: James Katz <jkatz@edc.nyc>
Sent: Thursday, March 21, 2019 1:00 PM
To: Hagelgans, Andrea <Andrea.Hagelgans@[REDACTED]>
Cc: Ana Ariño <aarino@edc.nyc>
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Cc: Zenatti, Ana
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250 Hudson Street
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Mobile: [REDACTED]

From: Zenatti, Ana <Ana.Zenatti@[REDACTED]>
Sent: Thursday, March 21, 2019 4:15 PM
To: James Katz; Hagelgans, Andrea
Subject: RE: Invitation for Review

Hi James, thanks for the response. Jumping in here... The idea is to provide an analysis of cities thriving in the U.S. and Europe, with a perspective from each side. We definitely want to discuss what makes NYC thrive and how the city's economic landscape has evolved, its support to businesses and its policies that have ensured continued progress.

We have confirmed Tony Shorris, former deputy mayor, to speak and have invited the former mayor of Rome, Dr. Ignacio Marino. We also invited Juan Pablo Bello, Director, NYU Center for Urban Science + Progress, to speak and as a moderator, we've invited Oscar Abello, Economics Correspondent, Next City.

Thank you.

From: James Katz
Sent: Thursday, March 21, 2019 1:49 PM
To: Hagelgans, Andrea
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Subject: RE: Invitation for Review

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The current political polarization around the world have injected uncertainty into global markets. As trade wars rage on, with the U.S. looking increasingly away from China, Europe appears a natural ally. And with internal struggles of its own, the continent is in need of a stabilizing economic force.

8:45 – 9:15am: Business in the new societal context: the role of the private sector in a new European political and socioeconomic reality

A series of elections has left European governments looking drastically different than just a few years ago. The upcoming European Parliamentary elections might to shake things up again. In this increasingly unstable environment, analysis show how citizens are looking to the private sector – and its executives – to play a new, hybrid role and engage more actively with the communities in which they operate. Corporate leaders in all sectors, now more than ever, are accountable not only to their

shareholders, but also civil society.

9:15 – 10:15am: Fostering the workforce of tomorrow through U.S.-Europe education & collaboration

With innovations like AI changing the nature of work before our eyes and digital giants both merging and independently growing into economically dominant monoliths that reach far beyond their traditionally defined industries, academic institutions in the U.S. and Europe are adapting to prepare the workforce of tomorrow. Through international exchange and collaboration, these organizations are finding success in synergistic approaches to educating future leaders around the world.

10:30 – 11:15am: The state of the cities: how municipal stability has powered the U.S. and Europe through national instability

European cities are thriving. Despite the region's economic and political woes, local governments have focused and are delivering on a better future. The political structure of city governments has remained intact and economies – driven by small-and-medium enterprises – have shown marked growth and success. At a more granular level, Europe is much stronger than meets the eye.

11:40am – 12:20pm: The impact of Italy's debt: the status of Europe's banking system and opportunities for investments and private equity in 2019

Beyond Rome and Milan, main banks across Europe are entering a period of slow growth as Germany starts to lower its manufacturing output. Alternatively, private equity investments in Europe in 2018 reached its highest level in a decade, totaling approximately USD 80 billion, according to Invest Europe. Small and mid-sized enterprises represented 87 percent of these investments. With the current political landscape and the potential impact of an economic downturn, will Europe remain an attractive opportunity for investors? What will happen with Italy's debt?

Andrea Hagelgans
EVP, Head of Reputation
Edelman
250 Hudson Street
New York, NY 10013
Mobile: [REDACTED]

From: Hagelgans, Andrea <Andrea.Hagelgans@[REDACTED]>
Sent: Monday, March 25, 2019 9:30 AM
To: James Katz
Cc: Ana Ariño; Gray, Lauren
Subject: RE: Follow up materials

We can begin pulling together an SOW. Please send over the one pager when you have it. Thanks!

-----Original Message-----

From: Hagelgans, Andrea
Sent: Thursday, March 21, 2019 1:02 PM
To: James Katz <jkatz@edc.nyc>
Cc: Ana Ariño <aarino@edc.nyc>
Subject: RE: Follow up materials

Very!

-----Original Message-----

From: James Katz <jkatz@edc.nyc>
Sent: Thursday, March 21, 2019 1:00 PM
To: Hagelgans, Andrea <Andrea.Hagelgans@[REDACTED]>
Cc: Ana Ariño <aarino@edc.nyc>
Subject: RE: Follow up materials

Email Originated Externally

It is all three, I think, but I actually think we can rough out some clearer thoughts on paper to inform that portion of your SOW. Ana was going to take a stab at this. I assume that would be useful?

-----Original Message-----

From: Hagelgans, Andrea <Andrea.Hagelgans@[REDACTED]>
Sent: Thursday, March 21, 2019 12:58 PM
To: James Katz <jkatz@edc.nyc>
Subject: RE: Follow up materials

We can easily flip our original proposal into a SOW. Main questions are around the new potential project. As you see it is that 1) messaging and 2) communications strategy and execution for the 2 (intertwined) themes?

-----Original Message-----

From: James Katz <jkatz@edc.nyc>
Sent: Thursday, March 21, 2019 12:56 PM
To: Hagelgans, Andrea <Andrea.Hagelgans@[REDACTED]>
Subject: Re: Follow up materials

Email Originated Externally

Thanks again for this. We're reviewing the particulars of the LOA and will come back with comments. How would you propose to tackle creation of an initial SOW based on our conversations?

<Andrea.Hagelgans@[REDACTED]mailto:Andrea.Hagelgans@[REDACTED] wrote:

James,

Thank you again for yesterday's discussion. It was really helpful to learn about the additional projects that EDC has cooking and how we may be able to contribute to the success.

I'm attaching the documents we discussed yesterday for your review: Case studies from our research arm; 2 bios from our tech team (they would be available for counsel or possibly slot in full time on the team depending on scope needs); and a LOA for your review.

We've not yet updated the budget numbers to reflect the two marketing campaigns as we weren't sure whether you would like us to pursue. Please let me know your thoughts. Again, I think the simplest possibility is to increase the monthly capped amount and then similar to a bank account you draw down each month and roll over any unused portion. We'd align each week on how many hours have been used, the amount of budget that remains and recommendations for how best to prioritize.

Looking forward to continuing the conversation.

Best,
Andrea

Andrea Hagelgans
EVP, Head of Reputation
Edelman
250 Hudson Street
New York, NY 10013
Mobile: [REDACTED]

From: James Katz
Sent: Monday, March 25, 2019 10:07 AM
To: Hagelgans, Andrea; Lauren.Gray@[REDACTED]
Cc: Ana Ariño
Subject: SOW for Initiatives Efforts

Andrea and Lauren,

Happy Monday. Here is Ana's first cut to describe her current thinking on the "open for business" efforts. To my eye, this mostly looks like an extension of the services you're already proposing to provide us (ie, just more hours of the kind you're suggesting for the rest of EDC), with the caveats that this is a somewhat distinctive internal client, and the social media influencer efforts are probably a new service.

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Thanks,
James

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From: Danielle Schlanger
Sent: Monday, March 25, 2019 10:10 AM
To: 'Ana.Zenatti@[REDACTED]'
Cc: James Katz; 'Andrea.Hagelgans@[REDACTED]'
Subject: Italian Business and Investment Initiative Event- James Patchett

Hi Ana,

My name is Danielle Schlanger and I work on the public affairs team at the New York City Economic Development Corporation. It's a pleasure to e-meet you.

I am writing on behalf of James Patchett, who would love to take part in "The State of the Cities" panel. Please send over any additional prep information he needs at this juncture and let us know about next steps.

Thanks again.

Best,
Danielle

From: Zenatti, Ana <Ana.Zenatti@[REDACTED]>
Sent: Monday, March 25, 2019 10:12 AM
To: Danielle Schlanger
Cc: James Katz; Hagelgans, Andrea
Subject: RE: Italian Business and Investment Initiative Event- James Patchett

Hi Danielle, thanks for your email and confirmation. That's very exciting!

We'll circle back with details on next steps and about the panel. Thanks again!

From: Danielle Schlanger
Sent: Monday, March 25, 2019 10:10 AM
To: Zenatti, Ana
Cc: James Katz ; Hagelgans, Andrea
Subject: Italian Business and Investment Initiative Event- James Patchett

Email Originated Externally

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Thanks again.

Best,
Danielle

From: Hagelgans, Andrea <Andrea.Hagelgans@[REDACTED]>
Sent: Monday, March 25, 2019 7:34 PM
To: James Katz; Gray, Lauren
Cc: Ana Ariño
Subject: Re: SOW for Initiatives Efforts

Hi. We are working up!

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: James Katz
Date: 3/25/19 10:07 AM (GMT-05:00)
To: "Hagelgans, Andrea" , "Gray, Lauren"
Cc: Ana Ariño
Subject: SOW for Initiatives Efforts

Email Originated Externally

Andrea and Lauren,

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From: James Katz
Sent: Wednesday, March 27, 2019 7:17 AM
To: Hagelgans, Andrea; Gray, Lauren
Cc: Ana Ariño
Subject: Re: SOW for Initiatives Efforts

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From: Hagelgans, Andrea <Andrea.Hagelgans@[REDACTED]>
Sent: Wednesday, March 27, 2019 7:30 AM
To: James Katz; Gray, Lauren
Cc: Ana Ariño; Sullivan, Carly
Subject: Re: SOW for Initiatives Efforts

Yes. Our contracts team is reviewing this AM to ensure all good and then we will ship over!

From: James Katz
Sent: Wednesday, March 27, 2019 7:17:27 AM
To: Hagelgans, Andrea; Gray, Lauren
Cc: Ana Ariño
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From: James Katz
Sent: Wednesday, March 27, 2019 7:36 AM
To: Hagelgans, Andrea
Subject: Re: SOW for Initiatives Efforts

Thanks. I have some questions on pricing and terms in the base contract. What's the best way to engage? I can send back a redline but it may make sense to talk briefly first.

On Wed, Mar 27, 2019 at 7:30 AM -0400, "Hagelgans, Andrea" <[Andrea.Hagelgans@\[REDACTED\]](mailto:Andrea.Hagelgans@[REDACTED])> wrote:

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Sent: Wednesday, March 27, 2019 8:49 AM
To: James Katz
Subject: RE: SOW for Initiatives Efforts

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Subject: Re: SOW for Initiatives Efforts

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From: Hagelgans, Andrea <Andrea.Hagelgans@[REDACTED]>
Sent: Wednesday, March 27, 2019 9:52 AM
To: James Katz
Subject: RE: SOW for Initiatives Efforts

10-10:15 works
What's best number?

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Sent: Wednesday, March 27, 2019 10:08 AM
To: James Katz
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I could do 11:30 if that works

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From: Sullivan, Carly <Carly.Sullivan@[REDACTED]>
Sent: Wednesday, March 27, 2019 2:13 PM
To: Hagelgans, Andrea; James Katz; Gray, Lauren
Cc: Ana Ariño
Subject: RE: SOW for Initiatives Efforts
Attachments: SOW NYCEDC_Appendix A_3.27.19.doc; New York City Economic Development Corporation - LOA Updated.docx

All –

Attached for review is the proposed scope. I've also included an update LOA, I understand you have some changes coming but wanted to send through the latest version.

Thanks,

Carly

From: Hagelgans, Andrea
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Email Originated Externally

Andrea and Lauren,

Happy Monday. Here is Ana's first cut to describe her current thinking on the "open for business" efforts. To my eye, this mostly looks like an extension of the services you're already proposing to provide us (ie, just more hours of the kind you're suggesting for the rest of EDC), with the caveats that this is a somewhat distinctive internal client, and the social media influencer efforts are probably a new service.

The overall goal here is to target local business audiences beyond our usual core targets (ABNY, REBNY, Partnership, TechNYC) to evangelize the work of the industry teams here — so it's morphed a little bit from the pure marketing campaign we discussed last week into advisory services on ongoing earned efforts with some paid components TBD.

Can you let us know what you think, including if this makes sense? Happy to hop on the phone to clarify any aspects. We're definitely still thinking this through.

Thanks,
James

Context

The Industry Innovation portfolio encompasses approximately 50 initiatives with a ~\$30M / annual expense budget and >\$200M multi-year commitment in equity and city capital investments to develop a diversified, competitive economy that meets critical business needs while creating good jobs for all. Through the provision of the right type of spaces, capital, equipment, programming, and talent training, we leverage private sector investment and partnerships to attract, incubate and growth the types of business and talent that are essential for the economy of the future. To ensure the growth is inclusive we integrate human capital investments in our programs, conduct targeted outreach to traditionally underserved populations and create a business and start up environment that is accessible to a more diverse set of New Yorkers the opportunity to build their wealth and provide pathways to jobs.

Services

The Consultant shall perform various public relations, consulting, communications, brand building and digital media services regarding the Industry Innovation portfolio to raise NYCEDC's public profile as successful driver of inclusive growth and NYC as a hub of inclusive innovation. The Consultant's work will focus particularly on initiatives that are current and upcoming priority industries: life sciences/healthcare, cybersecurity, urban tech, advanced manufacturing, fashion, media and emerging technologies (blockchain, AI, AR/VR) that create jobs in traditional and new sectors of NYC's economy, promote inclusivity and access and provide on-ramps to jobs.

Specific Services

Under the direction of NYCEDC's Senior Vice President of Public Affairs in partnership with the Senior Vice President for Initiatives (the "Project Team") the Consultant will:

- * Collaborate with the Project Team to craft a public-facing narrative to promote NYCEDC's Industry Innovation portfolio as a driver of a model inclusive economy
- * Work closely with NYCEDC to prepare and execute a thoughtful, integrated media relations social media strategy that includes customized press tour offerings, proactive pitching by EDC and desktide meetings.

- * Develop a comprehensive communications plan for the Industry Innovation portfolio, leveraging print, broadcast and online media to tell the stories of the initiatives themselves and of current and future businesses and people that participate.
- * Review, develop and establish core communications materials including media kits, fact sheets, talking points, messaging/positioning, etc.
- * Work to raise awareness of the portfolio with local and national business, consumer and other appropriate industry outlets (tech, media, FS, healthcare etc.)

* Support ideation activities for new initiatives through communication exercises (e.g. fleshing out what the headlines or the press release would read like, advising on what the media would be most interested in etc.) to help shape the design of the programs as they develop

* Advise EDC in periodic pitches and placement of stories in local, state, national and target industry media outlets promoting the Industry portfolio, with the twin goals of:

- * Reaching industry leaders and potential businesses both locally and nationally; and
- * Raising the NYCEDC's public profile and NYC as a hub of inclusive innovation

* Organize press trips and site visits of the individual programs.

* Create, identify and leverage events and relationships with businesses and people served to generate interest from the media.

* Draft timely materials and social media posts to support press pitches and social media efforts, including press releases, media advisories and social media posts, and social media influence campaigns.

- * Advise, on an as-needed basis, on marketing materials and campaigns generated by NYCEDC and other consultants.
- * Support NYCEDC's existing social media team and suggest and evaluate opportunities, strategize on content plays and influencer opportunities/activations that will help expand the conversation online.

- Participate in weekly update meetings (via phone or in person as needed).

- Provide a weekly media relations update with action items, such update to include without limitation information regarding the amount of proactive incoming media inquiries;

- Track media coverage throughout the duration of the campaign and deliver comprehensive recap at its culmination (the "Final Report").

For Edelman Use Only

Client No.:

Contract No.:

EXHIBIT A**New York City Economic Development Corporation and Edelman
STATEMENT OF WORK****PROJECT NAME: NYCEDC 2019 Communications Support****April 1, 2019 – July 31, 2019**

Pursuant to the Agreement by and between the New York City Economic Development Corporation ("Client") and Daniel J. Edelman, Inc., doing business as Edelman ("Edelman") dated April 1, 2019, this Statement of Work is incorporated into and subject to the terms and conditions of the Agreement. The parties agree to the below Scope of Services and financial terms:

SCOPE OF SERVICES**Overview**

Edelman will act as an extension of the Client's communications team to extend their capacity to triage ongoing projects and issues. Further, Edelman will take on specific projects to proactively develop and defend Client's reputation through discrete projects, including the creation and testing of a message platform and a communications playbook.

Deliverables/Milestones & Timeline

Program Element	Activities	Fees*
Communications Planning and Earned Media/Digital Support	<p>Allocate a 5-person core team to support ongoing programs and issues for the Client, as well as its new Industry Innovation portfolio. Ongoing support may include:</p> <ul style="list-style-type: none"> Developing a communications plan for the Industry Innovation portfolio and providing strategic counsel on communications planning for other issues Developing a digital strategy to support Industry Innovation portfolio, including influencer identification and programming (<i>note: events/press trips scoped separately</i>) Tactical support for proactive media relations and assisting in development of media lists, messaging and media assets (e.g., fact sheets, press releases, briefings, talking points) Logistical support, including staffing community forums and events Monitoring of media and key issues and supporting on rapid response to media and stakeholders Project management for quick-turn social assets, such as social toolkits, infographics, video created (<i>note: asset production to be scoped in a separate Statement of Work</i>) 	<i>Billed hourly, not to exceed \$15,000 per month without Client authorization</i>
Scenario Mapping & Communications Playbook	<p>An in-depth assessment of potential risks related to high-profile land use fights and other reputational challenges. Outputs include:</p> <ul style="list-style-type: none"> Risk assessment and scorecard Strategic guidance related to political and community audiences 	\$20,000 (<i>one-time fee</i>)

	<ul style="list-style-type: none"> Content and messaging recommendations for specific issue areas 	
Message Platform	Collaborate with core Client team to gather intelligence, conduct interviews and identify relevant proof points to develop a succinct message platform to articulate the Client's strategic objectives and vision for the next 5 years, which will then be used to support cross-functional communications efforts.	\$10,000 (one-time fee)

**Note: Fees reflect a 15% investment and are all project-based unless otherwise noted.*

Any items not contemplated above will be considered outside the Scope of Services. If Client expands the Scope of Services, the amount required to perform the additional services will be agreed upon and an Addendum will be attached to the current Statement of Work.

BUDGET

Professional Fees (Hourly):

- Communications Planning and Earned Media/Digital Support **\$60,000 (Not to Exceed \$15,000 per month)**

Professional Fees (Fixed Fee):

- Scenario Mapping & Communications Playbook **\$20,000**
- Message Platform **\$10,000**

Estimated Expenses:

(includes 10% mark-up on 3rd party expenses)

\$As incurred

Total:

\$90,000 + expenses as incurred

Client authorizes Edelman to bill up to ten percent (10%) over the estimated expense amounts in the above Budget without seeking further approval. If expenses are anticipated to exceed ten percent (10%) over the estimated amounts, Edelman will issue an addendum to the current Statement of Work for Client's approval.

TERMS

Fee Billing. Edelman shall invoice Client in accordance to the payment schedule set forth below. Fees are based on the Scope of Services above and not based on actual hours. As such, Edelman shall not be obligated to provide Client with hourly billing detail.

For Communications Planning and Earned Media/Digital Support, Edelman shall invoice Client, at the end of each month, the exact fees based upon the hours incurred in performing the Services during that month. Such fees will be based upon Edelman's rate card ("Rate Card") as described below. Fees for Communications Planning and Earned Media/Digital Support will not exceed \$15,000 in any given month without Client's prior written approval (e-mail deemed acceptable).

Expense Billing. Edelman shall invoice Client the actual out-of-pocket expense amount(s) at the end of the month on an as incurred basis. Actual expenses may vary from any estimated amounts provided in the Budget section.

Invoices. Edelman will render invoices to include professional services in one lump sum and expenses by category. For Communications Planning and Earned Media/Digital Support, Edelman will render invoices to include professional services detailed by person and expenses by category. Documentation for out-of-pocket expenses will be available upon request. Payment of the invoices will be due net thirty (30) days from the invoice date. All such invoices shall be addressed to:

Name:	James Katz
Company Name:	New York City Economic Development Corporation
Address:	110 William Street New York, NY 10038

Purchase Order. The client Purchase Order number is **[enter number or indicate N/A]**.

FIXED FEE BILLING SCHEDULE*

ESTIMATED INVOICE DATE (mm/dd/yyyy)	AMOUNT \$
4/1/2019	\$30,000
<i>*Does not include fees for Communications Planning and Earned Media/Digital Support</i>	\$30,000

RATE CARD FOR COMMUNICATIONS PLANNING AND EARNED MEDIA/DIGITAL SUPPORT

Resource Title	Rates
Administrator	\$80
Assistant Account Executive	\$160
Account Executive	\$175
Senior Account Executive	\$190
Account Supervisor	\$220
Senior Account Supervisor	\$255
Vice President	\$310
Senior Vice President	\$350
Executive Vice President	\$420
General Manager	\$500
Executive Manager	\$625

ACCEPTED AND AGREED TO ON THIS ____ DAY OF _____, 2019.

**NEW YORK CITY ECONOMIC
DEVELOPMENT CORPORATION**

DANIEL J. EDELMAN, INC.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Signature Page for NYCEDC 2019 Communications Support SOW / Exhibit A

LETTER OF AGREEMENT

April 1, 2019

James Katz
Executive Vice President & Chief of Staff
110 William St,
New York, NY 10038

For Edelman Use Only

GM:

Client Code:

Contract No(s):

Dear James:

This constitutes the master services agreement ("Agreement") between **New York City Economic Development Corporation** ("Client") and Daniel J. Edelman, Inc., doing business as Edelman, ("Edelman") for the provision of services as set forth herein. The parties agree as follows:

1. Services. Edelman shall perform those services ("Services") set forth in each statement of work ("SOW") executed by the parties, which is attached hereto as an Exhibit. If Client wants to expand the scope of the Services or wants additional services, Client and Edelman shall mutually agree upon the additional services to be performed and the amount required to perform the additional services and either amend the current SOW or execute a new SOW, as appropriate. Edelman shall bill Client and Client shall pay Edelman for such additional services in accordance with the terms of this Agreement and SOWs.

2. Compensation.

2.1. Budget. The total projected fees, expenses, and payment schedule for the Services ("Budget"), if determined, are set forth in each SOW. The Budget pertains to Services only as set forth in the SOW and is only for Services rendered by Edelman's **New York** office, unless specifically provided otherwise herein. If Client expands the scope of the Services or wants additional services, the amount required to perform the additional services shall be determined and the Budget in the SOW will be either amended or a new SOW will be executed, as appropriate. If any activities entail services of other Edelman offices, divisions or affiliates, Client will pay for such services at Edelman's then current time and material rates customary for such office location, practice and title. Edelman, with prior notice to Client, may in its sole discretion amend its then current billing rates.

2.2. Expenses.

(a) Third-Party Expenses. Client shall reimburse Edelman for all out-of-pocket, third-party vendor expenses incurred by Edelman in performing the Services. Such expenses include, but are not limited to, research services, media monitoring/clipping, production costs, and conferencing charges. Client shall pay a ten percent (10%) service charge on all such expenses incurred and paid by Edelman. Client may avoid the service charge by paying vendors directly. For any individual expense equal to or greater than US\$5,000, Client shall be required to prepay Edelman or directly pay vendors.

(b) Travel and Additional Expenses. Client shall reimburse Edelman monthly for all travel and/or entertainment related expenses incurred by Edelman or its employees in performing the Services, including, but not limited to, air travel, ground transportation, lodging, meals, tips and wireless internet and long distance telephone calls, cellular phones, messengers, and overnight delivery. Such expenses are not subject to the 10% service charge.

(c) Taxes. Client shall reimburse Edelman for all taxes, including, without limitation, taxes on the sale or use of goods and services, value added taxes, and general services taxes, imposed by any government or taxation authority, as a result of Edelman's performance of the Services; provided, however, that Client shall not be responsible for any taxes based solely on Edelman's income.

(d) Legal Services: The costs of Edelman's outside legal services incurred to approve copy, deal with regulatory issues, arrange spokespersons, negotiate terms with vendors and suppliers engaged on behalf of Client, and other matters dealing with the provision of services will be billable to Client as a third party expense. Edelman shall provide for Client's prior approval, an estimate of legal expenses to be incurred.

2.3. Payment. Except as otherwise provided herein, payments for the fees and expenses described in this Section 2 and any SOWs are due and owing to Edelman on the invoice dates; provided, however, that such payments shall not be deemed late if received by Edelman within thirty (30) days of such invoice dates. If payment is not received by Edelman within such period, Edelman may assess and Client agrees to pay a late payment charge at the rate of 1% per month (12% per year) or the maximum legal rate. If Client is more than thirty (30) days late in paying any invoice, Edelman may, in its sole discretion, cease performing Services until Client had paid all outstanding invoices. Edelman's failure to issue an invoice in a timely manner will not relieve Client of Client's obligation to pay the amounts due pursuant to such invoice, but will postpone the due date accordingly. Restrictive endorsements or other statements on checks accepted by Edelman shall be of no force or effect. To the extent that Client disputes any invoice, Client must provide Edelman written notice of such dispute within thirty (30) days of the invoice date, or Client shall waive any claim with respect to such invoice.

3. Indemnification.

3.1 Client represents and warrants that the materials and information it provides to Edelman are accurate and complete and that it is the owner or licensee of all intellectual property rights sufficient to enable Edelman to edit, reproduce and otherwise use, publish and distribute such materials in performing Services for Client. Client shall defend, indemnify and hold Edelman harmless from and against any third-party liabilities, actions, claims, damages, judgments or expenses, including reasonable attorneys' fees and costs, (collectively "Claims") that arise out of or relate to: (i) information, statements or materials prepared or provided by Client, that Client directed Edelman to use or that were approved by Client (ii) product liability or death, personal injury or property damage arising out of, or relating to, Client's acts or omissions or Client's products, services or equipment; and/or (iii) Client's negligence or willful misconduct.

3.2 Edelman shall defend, indemnify and hold Client harmless from and against any Claims that arise out of, or relate to Edelman's gross negligence or willful misconduct in performing the Services under this Agreement.

3.3 The indemnifying party's obligations under this Agreement are conditioned upon (i) the other party's giving prompt, written notice of a Claim; (ii) the indemnifying party having sole control of the defense and settlement of a Claim (provided that the indemnifying party may not settle any Claim in a manner that would adversely affect the other party's rights, reputation or interests without the other party's prior written consent, which shall not be unreasonably withheld); and (iii) the other party's cooperation with the indemnifying party, at the indemnifying party's expense, in the defense and settlement of the Claim, as the indemnifying party may reasonably request. The party seeking indemnification shall have the right to participate in the defense thereof with counsel of its choosing at its own expense.

3.4 In addition, in matters in which Edelman is not an adverse party, Client shall pay or reimburse Edelman for all reasonable staff time, attorneys' fees and expenses Edelman incurs in relation to subpoenas, depositions, discovery demands and other inquiries in connection with suits, proceedings, governmental, legislative or regulatory hearings, investigations or other civil or criminal proceedings in which Client is a party, subject or target.

3.5 This Section shall survive termination or expiration of this Agreement.

4. Term. This Agreement shall commence effective as of **April 1, 2019** and shall continue for one (1) year. This Agreement shall automatically renew for subsequent one-year terms unless terminated by either party as provided herein.

5. Termination. Either party may terminate this Agreement or a particular SOW for any reason by providing the other party with not less than sixty (60) days' written notice. In addition, either party may terminate this Agreement upon ten (10) days' written notice to the other party in the event of a material breach of this Agreement (including non-payment of any invoice), if such breach is not corrected by the other party within the ten-day period. Either party may immediately terminate this Agreement if the other becomes insolvent; is unable to pay its debts as they mature; is the subject of a petition in bankruptcy or of any other proceeding under bankruptcy, insolvency or similar laws; makes an assignment for the benefit of creditors, or is named in, or its property is subjected to, a suit for the appointment of a receiver; or is dissolved or liquidated. The respective rights and duties of the parties shall continue in full force and effect during the notice period. Upon expiration or termination of this Agreement, Client shall pay Edelman fees through the termination date and reimburse Edelman for expenses incurred through the termination date. In addition, Client shall either assume liability or pay Edelman for non-cancelable expenses committed to be incurred prior to the termination date. This Section shall survive termination or expiration of this Agreement.

If the term set forth in an SOW extends beyond the expiration or termination date of this Agreement, the terms of this Agreement shall extend automatically for such SOW until such SOW's termination or expiration.

6. Limitation of Liability. EDELMAN'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATING TO, THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY) SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO EDELMAN PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL EDELMAN BE LIABLE TO CLIENT FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR PROFITS), WHETHER OR NOT NOTIFIED OF SUCH DAMAGES. This Section shall survive termination or expiration of this Agreement.

7. Confidentiality. Each party will use reasonable efforts to keep confidential all information and materials so designated by the other party and to limit access to such information and materials to those with a need to know for purposes of performing this Agreement. Notwithstanding the foregoing, each party acknowledges that information and materials shall not be deemed confidential for the purposes of this Agreement if such information and materials: (i) become publicly available through no wrongful act or breach of any obligation of confidentiality on the receiving party's part; (ii) are, at the time of disclosure, lawfully known to the receiving party without restriction on disclosure; (iii) are independently developed or obtained by the receiving party without breach of this Agreement; (iv) are required to be disclosed by law or applicable legal process; or (v) are authorized for release by the disclosing party. Edelman shall have the right to utilize any publicly available work product to demonstrate examples of Edelman's work and in order to seek industry awards for Edelman's work.

8. Intellectual Property. Unless specifically provided for in the SOW and paid for by Client, Edelman does not perform any searches, including but not limited to, trademark, copyright or patent searches, to determine if materials prepared or provided by it, or any portion thereof, may infringe the rights of any third party, and such searches and determinations are the responsibility of Client. Nothing in this Agreement shall prohibit or prevent Edelman from using materials that are obtained from third parties pursuant to limited licenses.

Conditioned upon payment in full of all amounts due and owing Edelman with respect to the Services, Edelman will assign all of its right, title and interest, including all of its copyright and trademark rights, in the materials Edelman creates in connection with such Services; provided, however, that Client shall obtain no ownership interest in (i) third party materials, including without limitation, stock photography, (ii) materials prepared by Edelman prior to or outside the scope of this Agreement, even if customized for Client, and (iii) materials Edelman considers proprietary, including but not limited to, media lists, certain media training guides, influencer lists, data bases, materials and proposals Edelman submits to Client that Client does not engage Edelman to implement. Upon Client's request, and at Client's expense, Edelman shall use reasonable efforts to obtain from any third party any and all assignments and releases necessary to grant Client the rights of such third party. This Section shall survive termination or expiration of this Agreement.

9. Non-Solicitation of Employees. During the term of this Agreement and for one (1) year after its termination, Client will not, without the written consent of Edelman, knowingly solicit (either directly or indirectly) any Edelman employee with whom Client came into contact during the performance of this Agreement, for the purpose of engaging such employee as an employee, consultant, agent or other independent contractor. In the event Client does so solicit and employ or engage any person so employed by Edelman, Client shall pay Edelman a fee equal to the total amount of such employee's annual cash and non-cash compensation as a reimbursement to Edelman of its recruitment and training costs. This Section shall survive termination or expiration of this Agreement.

10. Choice of Law and Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Illinois, regardless of any conflict of law rules. Client hereby submits to the exclusive jurisdiction of the federal and state courts located in the State of Illinois. This Section shall survive termination or expiration of this Agreement.

11. Attorneys' Fees. In the event that any action or proceeding (including, without limitation, any alternative dispute resolution mechanism agreed to by the parties) is brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees. This section shall survive termination or expiration of this Agreement.

12. Assignment. Neither party may assign this Agreement or any rights or obligations hereunder, whether directly or indirectly, without the prior written consent of the other party; provided, however, that Edelman may elect to engage subcontractors in connection with the performance of its Services hereunder.

13. Force Majeure. Neither party shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the reasonable control of the party unable to perform, except for the failure to pay any amounts due hereunder. If a force majeure event remains in effect for more than thirty days, the other party may terminate the affected SOW.

14. Notice. Except as otherwise provided herein, all notices that either party is required or may desire to give the other party hereunder shall be in writing and shall be sufficiently given if (i) delivered in person, (ii) sent by registered or certified mail, either postage prepaid, (iii) sent by prepaid overnight courier; or (iv) transmitted by e-mail, when received and opened. All such notices shall be addressed to each party as follows:

If to Edelman:	Chris Manzini Daniel J. Edelman, Inc. 250 Hudson Street, New York, NY 10013 Chris.manzini@[REDACTED]
With a copy to:	Office of the General Counsel Daniel J. Edelman, Inc. 200 East Randolph Drive Chicago, IL 60601 E-mail: shan.bhati@[REDACTED] or peter.petros@[REDACTED]
If to Client:	James Katz Executive Vice President & Chief of Staff 110 William St, New York, NY 10038 jkatz@edc.nyc

With a copy to:	<div data-bbox="735 195 946 222">[Client's Contact]</div> <div data-bbox="735 224 946 254">[Company Name]</div> <div data-bbox="735 256 850 285">[Address]</div> <div data-bbox="735 344 933 373">[E-mail Address]</div>
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15. Section Headings. Section headings contained herein are solely for convenience and are not in any sense to be given weight in the construction of this Agreement.

16. Counterparts. This Agreement and any SOW hereunder may be executed in two or more Counterparts, each of which will be deemed an original for purposes of this Agreement or the SOW.

17. Compliance with Laws. Client shall comply with, and be in compliance with, all applicable federal, state and municipal statutes, laws, ordinances and regulations, including, without limitation, those relating to privacy, security, environment, Occupational Safety and Health Administration, labor standards, and any required permits, licenses and certifications. In compliance with data privacy and security laws, the parties agree to, among other things, comply with the provisions of Appendix 1.

18. Survival. The respective rights and obligations of the parties set forth in this Agreement shall survive the expiration or termination of this Agreement to the extent necessary to the intended preservation of such rights and obligations.

19. Entire Agreement. This Agreement, along with any and all SOWs, exhibits and attachments, constitutes a single agreement, as well as the entire agreement with respect to the subject matter hereof, supersedes any prior or contemporaneous agreement between the parties, whether written or oral, with respect to the subject matter hereof, and may be modified or amended only by a writing signed by the party to be charged.

20. Order of Precedence. Any preprinted terms and conditions of the parties' business forms shall be without legal effect with respect to this Agreement or any SOWs.

Your signature below confirms that you, as an authorized representative of Client, enter into this Agreement on behalf of Client.

Sincerely, Daniel J. Edelman, Inc.

ACCEPTED AND AGREED TO ON THIS ____ DAY OF _____, 20____.

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION DANIEL J. EDELMAN, INC.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Appendix 1 - Data Protection Addendum

SECTION 1 Purpose

This Addendum supplements the Agreement with respect to the parties' Processing of Personal Data and compliance with Data Protection Law. This is not intended to modify the terms of the Agreement, but shall take precedent with respect to matters involving the Processing of Personal Data.

SECTION 2 Definitions

Capitalized terms used but not defined have the meaning given in the Agreement.

"Client Personal Data" means Personal Data received from or on behalf of the Client in connection with the performance of the Services.

"Data Protection Law" means any law, rule, regulation, decree, statute, or other enactment, order, mandate or resolution, as applicable to Client or Edelman, relating to data security, data protection and/or privacy, including, without limitation, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data ("GDPR"), and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance binding on Client or Edelman, as amended, extended, repealed and replaced, or re-enacted from time to time.

"Personal Data" means any information relating to an identified or identifiable natural person ("Data Subject"). An identifiable natural person is one who can be identified, directly or indirectly, in particular by referencing an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorized access to Personal Data, whether transmitted, stored, or otherwise Processed.

"Data Controller" means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of personal data.

"Data Processor" means a natural or legal person, public authority, agency or any other body which processes personal data on behalf of the Data Controller.

"Processing" means any operation or set of operations that is performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction. "Process" and "Processed" will have equivalent meanings.

SECTION 3 GDPR Requirements

- (1) Client, in its capacity as a Data Controller, shall:
 - (i) Ensure that it has the lawful right to authorize Edelman to process Client Personal Data as contractually agreed or as instructed by the Client;
 - (ii) Comply with Data Protection Law in connection with the Processing of Client Personal Data;
 - (iii) Ensure all instructions given by it to Edelman with respect to the Processing of Client Personal Data are compliant with Data Protection Law;
 - (iv) Be solely responsible for assessing the admissibility of the Processing requested by it and for the rights of affected parties;

- (v) Document all orders, partial orders or instructions provided to Edelman. In urgent cases, instructions may be given verbally, provided Client promptly confirms and documents the instructions;
 - (vi) Immediately notify Edelman of any errors or irregularities found when reviewing the results of the processing;
 - (vii) Be responsible for ensuring that any subprocessors of Client Personal Data selected by Client comply fully with Data Protection Law; and
 - (viii) To the extent Client receives Personal Data of Edelman employees pursuant to the Agreement, Client will process such Personal Data in compliance with Edelman's instructions and Data Protection Law.
- (2) Edelman, in its capacity as a Data Processor to Client, shall:
- (i) Process Client Personal Data pursuant to the Agreement only on documented instructions from Client, including with regard to transfers of Personal Data to a third country, an international organization, unless required to do otherwise by European Union or Member State law to which Edelman is subject. In such case, Edelman will inform Client of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
 - (ii) Ensure that persons authorized by Edelman to Process Client Personal Data (except to the extent a subprocessor has been selected by Client) have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. Edelman shall not be responsible for the actions of subprocessors Client has selected and instructed Edelman to utilize with respect to the Processing of Client Personal Data;
 - (iii) Take all measures required by Data Protection Law relating to data security, including but not limited to adequate information security measures in accordance with Data Protection Law;
 - (iv) Taking into account the nature of the Processing, assist Client by appropriate technical and organizational measures, insofar as this is reasonably possible, for the fulfillment of Client's obligation to respond to requests for exercising the Data Subjects' rights stated in Data Protection Law with respect to Client Personal Data;
 - (v) Reasonably assist Client in ensuring compliance with data security, Personal Data Breach obligations and data protection impact assessments, and engaging in other matters, pursuant to and as required by Data Protection Law with respect to Client Personal Data. In particular, Edelman shall notify the Client without undue delay on becoming aware of any Personal Data Breach in respect of Client Personal Data;
 - (vi) maintain records of all of its Processing activities hereunder and make available to the Client such information in its possession or control as is reasonably necessary to demonstrate its compliance with this Exhibit and Data Protection Law;
 - (vii) upon notice from Client, promptly delete or return all the Personal Data to Client that Edelman has Processed solely for Client pursuant to the Agreement, after the end of the provision of Services relating to Processing, and delete existing copies unless European Union or Member State law requires storage of Personal Data;
 - (viii) promptly inform Client if, in its opinion, an instruction from Client is inconsistent with Data Protection Law in which case Edelman shall be entitled to suspend providing the relevant Services until the parties have agreed upon amended instructions which are not inconsistent with Data Protection Law.
- (3) To the extent that Edelman Processes Personal Data pursuant to the Agreement in the capacity of a Data Controller, it will comply with Data Protection Law and the requirements of subsection (1) above.

- (4) To the extent that Client receives Personal Data from Edelman (e.g., Personal Data of Edelman employees, media contact or suppliers) pursuant to the Agreement, Client will Process such Personal Data in accordance with Data Protection Law and Edelman's instructions from time to time.
- (5) The subject matter of the Processing, including the nature, purposes and duration of Processing operations to be carried out and the categories of data subjects and types of Personal Data to be Processed, will be described in a SOW or other written agreement signed by the parties' authorized representatives, or documented instructions from the instructing party, each of which forms an integral part of the Agreement.
- (6) Each party will notify the other party without delay upon becoming aware of a Personal Data Breach affecting the other party's Personal Data Processed pursuant to the Agreement.
- (7) Where one party faces an actual or potential claim arising out of or related to violation of any Data Protection Law concerning the Services or Personal Data Processed hereunder, the other party will promptly provide all materials and information requested that is relevant to the defense of such claim and the underlying circumstances concerning the claim.
- (8) Each party agrees that to the extent the other party Processes the name, business telephone number, business cell phone number, business address, or business email address of the other party's employees in the ordinary course of developing and/or maintaining a business relationship between Client and Edelman, each party represents to the other party that it is authorized to permit the other party to Process such Personal Data regarding employees for the sole purpose of performing their respective responsibilities under the Agreement and instructs the other party to Process such Personal Data for such purposes.
- (9) To the extent either party provides instructions to the other party to Process Personal Data, the party providing instructions represents and warrants that it has the appropriate authorization to permit the party receiving instructions to Process such data consistent with the instructions in accordance with Data Protection Law (including GDPR).
- (10) In the event and to the extent Processing instructions issued by Client make performance of the Agreement commercially unreasonable, Edelman shall advise Client and the parties will negotiate in good faith an amicable resolution of same. On resolution, the Processing instructions will take effect. Absent an amicable resolution, Edelman shall be entitled to terminate the Agreement for cause. Client shall reimburse Edelman for additional expenses reasonably incurred as a result of complying with Client's requests and/or instructions hereunder.
- (11) The Client acknowledges that Edelman uses cloud services to store and process data which may involve the transfer of Client Personal Data outside the United Kingdom and European Economic Area (EEA). The Client consents to this transfer of Client Personal Data provided it is effected by way of Appropriate Safeguards. "**Appropriate Safeguards**" means such legally enforceable mechanism(s) for transfers of personal data as may be permitted under applicable Data Protection Law from time to time.

From: James Katz
Sent: Wednesday, March 27, 2019 9:39 PM
To: Blake Zeff; Hagelgans, Andrea
Subject: Introduction

Blake and Andrea,

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As a next step, I'd like to connect you to align on mode of collaboration over the next ~2 months and to inform respective scopes of work.

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James

From: Hagelgans, Andrea <Andrea.Hagelgans@[REDACTED]>
Sent: Wednesday, March 27, 2019 9:41 PM
To: James Katz; Blake Zeff
Subject: RE: Introduction

Sounds great. Looking forward to working together, Blake! Would 2pm work for a call?

Trip to Albany, James? Man, I'm sorry...

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Sent: Wednesday, March 27, 2019 10:36 PM
To: Blake Zeff
Cc: James Katz
Subject: Re: Introduction

Perfect.

Sent from my T-Mobile 4G LTE Device

----- Original message -----

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Cc: James Katz
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To: Sullivan, Carly; James Katz; Gray, Lauren
Cc: Ana Ariño
Subject: RE: SOW for Initiatives Efforts

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All –

Attached for review is the proposed scope. I've also included an update LOA, I understand you have some changes coming but

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Carly

From: Hagelgans, Andrea <[Andrea.Hagelgans@\[REDACTED\]](mailto:Andrea.Hagelgans@[REDACTED])>
Sent: Wednesday, March 27, 2019 7:30 AM
To: James Katz <jkat@edc.nyc>; Gray, Lauren <[Lauren.Gray@\[REDACTED\]](mailto:Lauren.Gray@[REDACTED])>
Cc: Ana Ariño <aarino@edc.nyc>; Sullivan, Carly <[Carly.Sullivan@\[REDACTED\]](mailto:Carly.Sullivan@[REDACTED])>
Subject: Re: SOW for Initiatives Efforts

Yes. Our contracts team is reviewing this AM to ensure all good and then we will ship over!

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Andrea and Lauren,

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Thanks,
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Sent: Thursday, March 28, 2019 1:08 PM
To: Sullivan, Carly; James Katz; Gray, Lauren
Cc: Ana Ariño; Zenatti, Ana
Subject: RE: SOW for Initiatives Efforts

Copying Ana for ease

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Cc: James Katz
Subject: RE: Introduction

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Thereafter, EDC and team Edelman would collectively implement on an ongoing basis, with Edelman providing high level strategic guidance and supplementary capacity for our press shop, as discussed.

That said, I think it makes sense for you two to talk briefly to align – and to inform final scopes. I'm doing a crazy impromptu Albany trip tomorrow and will join if I can but think you should probably schedule at a time that's mutually agreeable to you in the first instance.

Does that all work? Happy to consider adjusting aspects of the above if you have another recommended approach. Excited to get started.

Best,
James

From: James Katz
Sent: Thursday, March 28, 2019 7:57 PM
To: Hagelgans, Andrea
Subject: Re: SOW for Initiatives Efforts
Attachments: New York City Economic Development Corporation - LOA Revised.docx

Andrea,

Thanks so much. Attached please find our attorneys' markup of the agreement. I have not reviewed it closely, as I'm in a car on my way back from Albany, but wanted to get it back to you quickly so you could initiate your legal review. I expect that it covers the issues around fees, indemnity, and choice of law that I mentioned as being important to us generally, and specifically as a public instrumentality.

Happy to discuss as soon as you're ready. I will flip back the SOW on the bigger chain, but before I do am curious if your conversation with Blake informed any of your thinking there. Please let me know.

Best,
James

On Thu, Mar 28, 2019 at 1:07 PM -0400, "Hagelgans, Andrea" <Andrea.Hagelgans@<redacted>> wrote:

Hi James,

Know you are in Albany today. Please feel free to send over edits on LOA so we can finalize (and of course feedback on SOW).

I read my calendar wrong and unfortunately am not able to attend tomorrow's kick off meeting. However, Ana Zenatti, Senior Vice President, will be joining tomorrow to learn more about planned and future projects.

Best,
Andrea

Below is her bio for your reference:

Ana Zenatti, Senior Vice President for Public Affairs

As a senior leader in the Corporate and Public Affairs practice, Ana manages global corporate strategies for clients with a focus on infrastructure and industrials. Having worked on corporate communications, government relations and crisis management, she has played a key role with clients in implementing integrated communications marketing strategies, liaising with Edelman teams and agency partners across offices and geographies.

At Edelman, Ana serves as the client relationship manager for Prudential Financial, overseeing work led out of New York and D.C. Ana recently oversaw the global corporate program for a leading manufacturer of highly engineered solutions for the industrials, energy and transportation sectors, coordinating across markets in support of thought leadership and media relations efforts. Prior to these two roles, Ana led the integrated Corporate and Brand program for Chobani, a leading Greek yogurt brand, managing several campaign launches for the brand in the U.S. She also led the PR program for the private group rebuilding Central Terminal B at LaGuardia Airport, which included the development of a new brand and establishing a communications program for minority and women-owned businesses. For the past two years, she has worked with an Olympic sponsor in the automotive industry, leading the company's efforts on issues preparedness and response to industry, corporate or host-country related issues.

Before moving to New York, Ana helped lead the Corporate practice at Edelman São Paulo, managing media relations programs for Rockwell Collins, LinkedIn and Samsung Latin America. There, she also managed influencers programs for the Brazilian Food Industry Association, BASF, GE and Autodesk.

Prior to joining Edelman in Brazil, Ana worked for the state government of Santa Catarina. She was a key member of the Governor's media relations team and led the Communications function at the State Department of Justice and Citizenship. During her tenure in state government, Ana co-authored three books related to crisis communications on disasters and organized a fourth book, which compiled the national media perception of one of the most memorable natural disasters in the southern region of Brazil.

Ana earned her BA in Journalism at the Federal University of Santa Catarina, as well as a MBA in Public and Corporate Communication Management. She recently graduated from Coro Leadership New York, a program dedicated to

understanding how cities work and how to make them better. Ana speaks fluent Portuguese and English, and is proficient in Spanish.

From: Sullivan, Carly
Sent: Wednesday, March 27, 2019 2:13 PM
To: Hagelgans, Andrea ; James Katz ; Gray, Lauren
Cc: Ana Ariño
Subject: RE: SOW for Initiatives Efforts

All –

Attached for review is the proposed scope. I've also included an update LOA, I understand you have some changes coming but wanted to send through the latest version.

Thanks,

Carly

From: Hagelgans, Andrea <[Andrea.Hagelgans@\[REDACTED\]](mailto:Andrea.Hagelgans@[REDACTED])>
Sent: Wednesday, March 27, 2019 7:30 AM
To: James Katz <jkatz@edc.nyc>; Gray, Lauren <[Lauren.Gray@\[REDACTED\]](mailto:Lauren.Gray@[REDACTED])>
Cc: Ana Ariño <aarino@edc.nyc>; Sullivan, Carly <[Carly.Sullivan@\[REDACTED\]](mailto:Carly.Sullivan@[REDACTED])>
Subject: Re: SOW for Initiatives Efforts
Yes. Our contracts team is reviewing this AM to ensure all good and then we will ship over!

From: James Katz <jkatz@edc.nyc>
Sent: Wednesday, March 27, 2019 7:17:27 AM
To: Hagelgans, Andrea; Gray, Lauren
Cc: Ana Ariño
Subject: Re: SOW for Initiatives Efforts
Email Originated Externally

Super. Is it possible to get it over today? Thanks so much.

On Mon, Mar 25, 2019 at 7:34 PM -0400, "Hagelgans, Andrea"
<[Andrea.Hagelgans@\[REDACTED\]](mailto:Andrea.Hagelgans@[REDACTED]) <[mailto:Andrea.Hagelgans@\[REDACTED\]](mailto:Andrea.Hagelgans@[REDACTED])>> wrote:

Hi. We are working up!

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: James Katz <jkatz@edc.nyc>
Date: 3/25/19 10:07 AM (GMT-05:00)
To: "Hagelgans, Andrea" <[Andrea.Hagelgans@\[REDACTED\]](mailto:Andrea.Hagelgans@[REDACTED])> "Gray, Lauren" <[Lauren.Gray@\[REDACTED\]](mailto:Lauren.Gray@[REDACTED])>
Cc: Ana Ariño <aarino@edc.nyc>
Subject: SOW for Initiatives Efforts

Email Originated Externally

Andrea and Lauren,

Happy Monday. Here is Ana's first cut to describe her current thinking on the "open for business" efforts. To my eye, this mostly looks like an extension of the services you're already proposing to provide us (ie, just more hours of the kind you're suggesting for the rest of EDC), with the caveats that this is a somewhat distinctive internal client, and the social media influencer efforts are probably a new service.

The overall goal here is to target local business audiences beyond our usual core targets (ABNY, REBNY, Partnership, TechNYC) to evangelize the work of the industry teams here — so it's morphed a little bit from the pure marketing campaign we discussed last week into advisory services on ongoing earned efforts with some paid components TBD.

Can you let us know what you think, including if this makes sense? Happy to hop on the phone to clarify any aspects. We're definitely still thinking this through.

Thanks,
James

Context

The Industry Innovation portfolio encompasses approximately 50 initiatives with a ~\$30M / annual expense budget and >\$200M multi-year commitment in equity and city capital investments to develop a diversified, competitive economy that meets critical business needs while creating good jobs for all. Through the provision of the right type of spaces, capital, equipment, programming, and talent training, we leverage private sector investment and partnerships to attract, incubate and grow the types of business and talent that are essential for the economy of the future. To ensure the growth is inclusive we integrate human capital investments in our programs, conduct targeted outreach to traditionally underserved populations and create a business and start up environment that is accessible to a more diverse set of New Yorkers the opportunity to build their wealth and provide pathways to jobs.

Services

The Consultant shall perform various public relations, consulting, communications, brand building and digital media services regarding the Industry Innovation portfolio to raise NYCEDC's public profile as successful driver of inclusive growth and NYC as a hub of inclusive innovation. The Consultant's work will focus particularly on initiatives that are current and upcoming priority industries: life sciences/healthcare, cybersecurity, urban tech, advanced manufacturing, fashion, media and emerging technologies (blockchain, AI, AR/VR) that create jobs in traditional and new sectors of NYC's economy, promote inclusivity and access and provide on-ramps to jobs.

Specific Services

Under the direction of NYCEDC's Senior Vice President of Public Affairs in partnership with the Senior Vice President for Initiatives (the "Project Team") the Consultant will:

- * Collaborate with the Project Team to craft a public-facing narrative to promote NYCEDC's Industry Innovation portfolio as a driver of a model inclusive economy
- * Work closely with NYCEDC to prepare and execute a thoughtful, integrated media relations social media strategy that includes customized press tour offerings, proactive pitching by EDC and deskside meetings.
- * Develop a comprehensive communications plan for the Industry Innovation portfolio, leveraging print, broadcast and online media to tell the stories of the initiatives themselves and of current and future businesses and people that participate.
- * Review, develop and establish core communications materials including media kits, fact sheets, talking points, messaging/positioning, etc.

- * Work to raise awareness of the portfolio with local and national business, consumer and other appropriate industry outlets (tech, media, FS, healthcare etc.)

- * Support ideation activities for new initiatives through communication exercises (e.g. fleshing out what the headlines or the press release would read like, advising on what the media would be most interested in etc.) to help shape the design of the programs as they develop

- * Advise EDC in periodic pitches and placement of stories in local, state, national and target industry media outlets promoting the Industry portfolio, with the twin goals of:

- * Reaching industry leaders and potential businesses both locally and nationally; and

- * Raising the NYCEDC's public profile and NYC as a hub of inclusive innovation

- * Organize press trips and site visits of the individual programs.

- * Create, identify and leverage events and relationships with businesses and people served to generate interest from the media.

- * Draft timely materials and social media posts to support press pitches and social media efforts, including press releases, media advisories and social media posts, and social media influence campaigns.

- * Advise, on an as-needed basis, on marketing materials and campaigns generated by NYCEDC and other consultants.

- * Support NYCEDC's existing social media team and suggest and evaluate opportunities, strategize on content plays and influencer opportunities/activations that will help expand the conversation online.

- Participate in weekly update meetings (via phone or in person as needed).

- Provide a weekly media relations update with action items, such update to include without limitation information regarding the amount of proactive incoming media inquiries;

- Track media coverage throughout the duration of the campaign and deliver comprehensive recap at its culmination (the "Final Report").

LETTER OF AGREEMENT

March 26, 2019

James Katz
New York City Economic Development Corporation
Executive Vice President & Chief of Staff
110 William St,
New York, NY 10038

For Edelman Use Only

GM:

Client Code:

Contract No(s):

Dear James:

This constitutes the master services agreement ("Agreement") between **New York City Economic Development Corporation** ("Client") and Daniel J. Edelman, Inc., doing business as Edelman, ("Edelman") for the provision of services as set forth herein. The parties agree as follows:

1. Services. Edelman shall perform those services ("Services") set forth in each statement of work ("SOW") executed by the parties, which is attached hereto as Exhibit A. If Client wants to expand the scope of the Services or wants additional services, Client and Edelman shall mutually agree upon the additional services to be performed and the amount required to perform the additional services and either amend the current SOW or execute a new SOW, as appropriate. Edelman shall bill Client and Client shall pay Edelman for such additional services in accordance with the terms of this and SOWs.

2. Compensation.

2.1. Budget. The total projected fees, expenses, and payment schedule for the Services ("Budget"), are set forth in the SOW. The Budget pertains to Services only as set forth in the SOW and is only for Services rendered by Edelman's **New York** office, unless specifically provided otherwise herein. If Client expands the scope of the Services or wants additional services, the amount required to perform the additional services shall be determined and the Budget in the SOW will be either amended or a new SOW will be executed, as appropriate. If any activities entail services of other Edelman offices, divisions or affiliates, the amount required to perform the services by other Edelman offices, divisions or affiliates shall be determined and the Budget in the SOW will be either amended or a new SOW will be executed, as appropriate.,.

2.2. Expenses.

(a) Third-Party Expenses. Client shall reimburse Edelman for all reasonable and documented out-of-pocket, third-party vendor expenses incurred by Edelman in performing the Services. Such expenses include, but are not limited to, research services, media monitoring/clipping, production costs, and conferencing charges.

(b) Travel and Additional Expenses. Client shall reimburse Edelman for reasonable and documented local travel expenses incurred by Edelman or its employees in performing the Services, including ground transportation, wireless internet and long distance telephone calls, cellular phones, messengers, and overnight delivery. Any expenses outside the scope of the aforementioned expenses shall be pre-approved by Client.

(c) Taxes. Client shall reimburse Edelman for all taxes, including, without limitation, taxes on the sale or use of goods and services, value added taxes, and general services taxes, imposed by any government or taxation authority, as a result of Edelman's performance of the Services; provided, however, that Client shall not be responsible for any taxes based solely on Edelman's income. Edelman is also solely responsible for filing tax returns and making any related payments with respect to the performance of Services hereunder.

2.3. Payment. Except as otherwise provided herein, payments for the fees and expenses described in this Section 2 and any SOWs are due and owing to Edelman on the invoice dates; provided, however, that such payments shall not be deemed late if received by Edelman within sixty (60) days of such invoice dates. If Client is more than sixty (60) days late in paying any invoice, Edelman may, with ten (10) day prior notice to Client, cease performing Services until Client had paid all outstanding invoices. Edelman's failure to issue an invoice in a timely manner will not relieve Client of Client's obligation to pay the amounts due pursuant to such invoice, but will postpone the due date accordingly. Restrictive endorsements or other statements on checks accepted by Edelman shall be of no force or effect. To the extent that Client disputes any invoice, Client must provide Edelman written notice of such dispute within thirty (30) days of the invoice date, or Client shall waive any claim with respect to such invoice.

3. Indemnification.

3.1 Edelman shall defend, indemnify and hold Client and the City of New York harmless from and against any Claims that arise out of, or relate to Edelman, its agents, employees or subcontractor's negligence or willful misconduct in performing the Services under this Agreement.

3.3 The indemnifying party's obligations under this Agreement are conditioned upon (i) the other party's giving prompt, written notice of a Claim; (ii) the indemnifying party having sole control of the defense and settlement of a Claim (provided that the indemnifying party may not settle any Claim in a manner that would adversely affect the other party's rights, reputation or interests without the other party's prior written consent, which shall not be unreasonably withheld); and (iii) the other party's cooperation with the indemnifying party, at the indemnifying party's expense, in the defense and settlement of the Claim, as the indemnifying party may reasonably request. The party seeking indemnification shall have the right to participate in the defense thereof with counsel of its choosing at its own expense.

3.5 This Section shall survive termination or expiration of this Agreement.

4. Term. This Agreement shall commence effective as of **[INSERT DATE EDELMAN STARTED OR WILL START PERFORMING SERVICES]** and shall continue for a period of six (6) months (the "Term"). Within thirty (30) days prior to the termination of the Term, Client shall notify in writing Edelman with respect to the continuation of the Term.

5. Termination. Either party may terminate this Agreement or a particular SOW for any reason. In addition, either party may terminate this Agreement upon ten (10) days' written notice to the other party in the event of a material breach of this Agreement (including non-payment of any invoice), if such breach is not corrected by the other party within the ten-day period. Either party may immediately terminate this Agreement if the other becomes insolvent; is unable to pay its debts as they mature; is the subject of a petition in bankruptcy or of any other proceeding under bankruptcy, insolvency or similar laws; makes an assignment for the benefit of creditors, or is named in, or its property is subjected to, a suit for the appointment of a receiver; or is dissolved or liquidated. The respective rights and duties of the parties shall continue in full force and effect during the notice period. Upon expiration or termination of this Agreement, Client shall pay Edelman fees for services performed through the termination date and reimburse Edelman for reasonable and documented expenses incurred in connection with said services through the termination date. . This Section shall survive termination or expiration of this Agreement.

If the term set forth in an SOW extends beyond the expiration or termination date of this Agreement, the terms of this Agreement shall extend automatically for such SOW until such SOW's termination or expiration.

6. Limitation of Liability. EDELMAN'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATING TO, THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY) SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO EDELMAN PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL EDELMAN BE LIABLE TO CLIENT FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR PROFITS), WHETHER OR NOT NOTIFIED OF SUCH DAMAGES. This Section shall survive termination or expiration of this Agreement.

7. Confidentiality. Each party will use reasonable efforts to keep confidential all information and materials so designated by the other party and to limit access to such information and materials to those with a need to know for purposes of performing this Agreement. Notwithstanding the foregoing, each party acknowledges that information and materials shall not be deemed confidential for the purposes of this Agreement if such information and materials: (i) become publicly available through no wrongful act or breach of any obligation of confidentiality on the receiving party's part; (ii) are, at the time of disclosure, lawfully known to the receiving party without restriction on disclosure; (iii) are independently developed or obtained by the receiving party without breach of this Agreement; (iv) are required to be disclosed by the City of New York, any of its agencies, law or applicable legal process; or (v) are authorized for release by the disclosing party. Subject to the Client's absolute and sole discretion, Edelman shall have the right to utilize any publicly available work product to demonstrate examples of Edelman's work and in order to seek industry awards for Edelman's work.

8. Intellectual Property. The Consultant represents and warrants that, except for material that is in the public domain and non-original material that is licensed, the work product shall be wholly original material not published elsewhere; shall not violate any copyright, trademark or other applicable law; and shall not constitute a defamation or invasion of the right of privacy or publicity, or an infringement of any kind, of any rights of any third party. Nothing in this Agreement shall prohibit or prevent Edelman from using materials that are obtained from third parties pursuant to limited licenses.

Conditioned upon payment in full of all amounts due and owing Edelman with respect to the Services, Edelman will assign all of its right, title and interest, including all of its copyright and trademark rights, in the materials Edelman creates in connection with such Services; provided, however, that Client shall obtain no ownership interest in (i) third party materials, including without limitation, stock photography, (ii) materials prepared by Edelman prior to or outside the scope of this Agreement, even if customized for Client, and (iii) materials Edelman considers proprietary, including but not limited to, media lists, certain media training guides, influencer lists, data bases, materials and proposals Edelman submits to Client that Client does not engage Edelman to implement. Upon Client's request, and at Client's expense, Edelman shall use reasonable efforts to obtain from any third party any and all assignments and releases necessary to grant Client the rights of such third party. This Section shall survive termination or expiration of this Agreement.

9. Insurance.

9. Insurance. Edelman shall purchase and maintain the insurance described in Exhibit B at its own cost and expense.

10. Choice of Law and Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of New York, regardless of any conflict of law rules. Edelman and Client hereby submits to the exclusive jurisdiction of the federal and state courts located in the State of New York. This Section shall survive termination or expiration of this Agreement.

12. Assignment. Neither party may assign this Agreement or any rights or obligations hereunder, whether directly or indirectly, without the prior written consent of the other party; provided, however, that Edelman may elect to engage subcontractors in connection with the performance of its Services hereunder.

13. Force Majeure. Neither party shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the reasonable control of the party unable to perform, except for the failure to pay any amounts due hereunder. If a force majeure event remains in effect for more than thirty days, the other party may terminate the affected SOW.

14. Notice. Except as otherwise provided herein, all notices that either party is required or may desire to give the other party hereunder shall be in writing and shall be sufficiently given if (i) delivered in person, (ii) sent by registered or certified mail, either postage prepaid, (iii) sent by prepaid overnight courier; or (iv) transmitted by e-mail, when received and opened. All such notices shall be addressed to each party as follows:

If to Edelman:	Chris Manzini Daniel J. Edelman, Inc. 250 Hudson Street, New York, NY 10013 Chris.manzini@[REDACTED]
With a copy to:	Office of the General Counsel Daniel J. Edelman, Inc. 200 East Randolph Drive Chicago, IL 60601 E-mail: shan.bhati@[REDACTED] or peter.petros@[REDACTED]
If to Client:	James Katz Executive Vice President & Chief of Staff New York City Economic Development Corporation 110 William St, New York, NY 10038 jkatz@edc.nyc
With a copy to:	General Counsel New York City Economic Development Corporation 110 William St, New York, NY 10038

15. Section Headings. Section headings contained herein are solely for convenience and are not in any sense to be given weight in the construction of this Agreement.

16. Counterparts. This Agreement and any SOW hereunder may be executed in two or more Counterparts, each of which will be deemed an original for purposes of this Agreement or the SOW.

17. Compliance with Laws. Client shall comply with, and be in compliance with, all applicable federal, state and municipal statutes, laws, ordinances and regulations, including, without limitation, those relating to privacy, security, environment, Occupational Safety and Health Administration, labor standards, and any required permits, licenses and certifications. In compliance with data privacy and security laws, the parties agree to, among other things, comply with the provisions of Appendix 1.

18. Survival. The respective rights and obligations of the parties set forth in this Agreement shall survive the expiration or termination of this Agreement to the extent necessary to the intended preservation of such rights and obligations.

19. Entire Agreement. This Agreement, along with any and all SOWs, exhibits and attachments, constitutes a single agreement, as well as the entire agreement with respect to the subject matter hereof, supersedes any prior or contemporaneous agreement between the parties, whether written or oral, with respect to the subject matter hereof, and may be modified or amended only by a writing signed by the party to be charged.

20. Order of Precedence. Any preprinted terms and conditions of the parties' business forms shall be without legal effect with respect to this Agreement or any SOWs.

Your signature below confirms that you, as an authorized representative of Client, enter into this Agreement on behalf of Client.

Sincerely, Daniel J. Edelman, Inc.

ACCEPTED AND AGREED TO ON THIS ____ DAY OF _____, 20____.

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION DANIEL J. EDELMAN, INC.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Federal Tax ID Number: [REDACTED]

Federal Tax ID Number:

Appendix 1 - Data Protection Addendum

SECTION 1 Purpose

This Addendum supplements the Agreement with respect to the parties' Processing of Personal Data and compliance with Data Protection Law. This is not intended to modify the terms of the Agreement, but shall take precedent with respect to matters involving the Processing of Personal Data.

SECTION 2 Definitions

Capitalized terms used but not defined have the meaning given in the Agreement.

"Client Personal Data" means Personal Data received from or on behalf of the Client in connection with the performance of the Services.

"Data Protection Law" means any law, rule, regulation, decree, statute, or other enactment, order, mandate or resolution, as applicable to Client or Edelman, relating to data security, data protection and/or privacy, including, without limitation, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data ("GDPR"), and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance binding on Client or Edelman, as amended, extended, repealed and replaced, or re-enacted from time to time.

"Personal Data" means any information relating to an identified or identifiable natural person ("Data Subject"). An identifiable natural person is one who can be identified, directly or indirectly, in particular by referencing an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorized access to Personal Data, whether transmitted, stored, or otherwise Processed.

"Data Controller" means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of personal data.

"Data Processor" means a natural or legal person, public authority, agency or any other body which processes personal data on behalf of the Data Controller.

"Processing" means any operation or set of operations that is performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction. "Process" and "Processed" will have equivalent meanings.

SECTION 3 GDPR Requirements

- (1) Client, in its capacity as a Data Controller, shall:
 - (i) Ensure that it has the lawful right to authorize Edelman to process Client Personal Data as contractually agreed or as instructed by the Client;
 - (ii) Comply with Data Protection Law in connection with the Processing of Client Personal Data;
 - (iii) Ensure all instructions given by it to Edelman with respect to the Processing of Client Personal Data are compliant with Data Protection Law;
 - (iv) Be solely responsible for assessing the admissibility of the Processing requested by it and for the rights of affected parties;

- (v) Document all orders, partial orders or instructions provided to Edelman. In urgent cases, instructions may be given verbally, provided Client promptly confirms and documents the instructions;
 - (vi) Immediately notify Edelman of any errors or irregularities found when reviewing the results of the processing;
 - (vii) Be responsible for ensuring that any subprocessors of Client Personal Data selected by Client comply fully with Data Protection Law; and
 - (viii) To the extent Client receives Personal Data of Edelman employees pursuant to the Agreement, Client will process such Personal Data in compliance with Edelman's instructions and Data Protection Law.
- (2) Edelman, in its capacity as a Data Processor to Client, shall:
- (i) Process Client Personal Data pursuant to the Agreement only on documented instructions from Client, including with regard to transfers of Personal Data to a third country, an international organization, unless required to do otherwise by European Union or Member State law to which Edelman is subject. In such case, Edelman will inform Client of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
 - (ii) Ensure that persons authorized by Edelman to Process Client Personal Data (except to the extent a subprocessor has been selected by Client) have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. Edelman shall not be responsible for the actions of subprocessors Client has selected and instructed Edelman to utilize with respect to the Processing of Client Personal Data;
 - (iii) Take all measures required by Data Protection Law relating to data security, including but not limited to adequate information security measures in accordance with Data Protection Law;
 - (iv) Taking into account the nature of the Processing, assist Client by appropriate technical and organizational measures, insofar as this is reasonably possible, for the fulfillment of Client's obligation to respond to requests for exercising the Data Subjects' rights stated in Data Protection Law with respect to Client Personal Data;
 - (v) Reasonably assist Client in ensuring compliance with data security, Personal Data Breach obligations and data protection impact assessments, and engaging in other matters, pursuant to and as required by Data Protection Law with respect to Client Personal Data. In particular, Edelman shall notify the Client without undue delay on becoming aware of any Personal Data Breach in respect of Client Personal Data;
 - (vi) maintain records of all of its Processing activities hereunder and make available to the Client such information in its possession or control as is reasonably necessary to demonstrate its compliance with this Exhibit and Data Protection Law;
 - (vii) upon notice from Client, promptly delete or return all the Personal Data to Client that Edelman has Processed solely for Client pursuant to the Agreement, after the end of the provision of Services relating to Processing, and delete existing copies unless European Union or Member State law requires storage of Personal Data;
 - (viii) promptly inform Client if, in its opinion, an instruction from Client is inconsistent with Data Protection Law in which case Edelman shall be entitled to suspend providing the relevant Services until the parties have agreed upon amended instructions which are not inconsistent with Data Protection Law.
- (3) To the extent that Edelman Processes Personal Data pursuant to the Agreement in the capacity of a Data Controller, it will comply with Data Protection Law and the requirements of subsection (1) above.

- (4) To the extent that Client receives Personal Data from Edelman (e.g., Personal Data of Edelman employees, media contact or suppliers) pursuant to the Agreement, Client will Process such Personal Data in accordance with Data Protection Law and Edelman's instructions from time to time.
- (5) The subject matter of the Processing, including the nature, purposes and duration of Processing operations to be carried out and the categories of data subjects and types of Personal Data to be Processed, will be described in a SOW or other written agreement signed by the parties' authorized representatives, or documented instructions from the instructing party, each of which forms an integral part of the Agreement.
- (6) Each party will notify the other party without delay upon becoming aware of a Personal Data Breach affecting the other party's Personal Data Processed pursuant to the Agreement.
- (7) Where one party faces an actual or potential claim arising out of or related to violation of any Data Protection Law concerning the Services or Personal Data Processed hereunder, the other party will promptly provide all materials and information requested that is relevant to the defense of such claim and the underlying circumstances concerning the claim.
- (8) Each party agrees that to the extent the other party Processes the name, business telephone number, business cell phone number, business address, or business email address of the other party's employees in the ordinary course of developing and/or maintaining a business relationship between Client and Edelman, each party represents to the other party that it is authorized to permit the other party to Process such Personal Data regarding employees for the sole purpose of performing their respective responsibilities under the Agreement and instructs the other party to Process such Personal Data for such purposes.
- (9) To the extent either party provides instructions to the other party to Process Personal Data, the party providing instructions represents and warrants that it has the appropriate authorization to permit the party receiving instructions to Process such data consistent with the instructions in accordance with Data Protection Law (including GDPR).
- (10) In the event and to the extent Processing instructions issued by Client make performance of the Agreement commercially unreasonable, Edelman shall advise Client and the parties will negotiate in good faith an amicable resolution of same. On resolution, the Processing instructions will take effect. Absent an amicable resolution, Edelman shall be entitled to terminate the Agreement for cause. Client shall reimburse Edelman for additional expenses reasonably incurred as a result of complying with Client's requests and/or instructions hereunder.
- (11) The Client acknowledges that Edelman uses cloud services to store and process data which may involve the transfer of Client Personal Data outside the United Kingdom and European Economic Area (EEA). The Client consents to this transfer of Client Personal Data provided it is effected by way of Appropriate Safeguards. "**Appropriate Safeguards**" means such legally enforceable mechanism(s) for transfers of personal data as may be permitted under applicable Data Protection Law from time to time.

Exhibit A – Statement of Work

INSURANCE SCHEDULE

Edelman shall maintain the following insurance during the term of the Agreement:

- Commercial General Liability: Coverage under this policy shall be at least as broad as that provided by ISO Form CG 0001 (10/01 ed.), must be "occurrence" based rather than "claims-made" with limits of \$1,000,000 per occurrence with an aggregate of \$2,000,000.
- Worker's Compensation and disability benefits insurance in statutory amount for all employees of Edelman engaged under the Agreement.
- Employer's liability Insurance in the amount of \$1,000,000.
- Automobile liability insurance covering hired and non-owned vehicles with limits not less than \$1,000,000 combined single limit

Edelman shall, for all insurance required and where applicable, maintain insurance that is of primary coverage and have a minimum AM Best or equivalent rating of A-:VII. All policies shall be provided by insurance companies licensed to do business in New York State.

Edelman shall have NYCEDC, the City, and any other entity that NYCEDC requires, as additional insured on all insurance policies.

All insurance policies under this Agreement shall contain the following provisions, if available:

"A. Notices from the insurer (the "Insurer") to the New York City Economic Development Corporation (the "NYCEDC") and the City of New York (the "City"), in connection with this policy, shall be addressed to the General Counsel, New York City Economic Development Corporation, at 110 William Street, New York, New York 10038 (with a copy to NYCEDC's Vice President for Contracts at the same address), and to the Commissioner, New York City Department of Small Business Services, at 110 William Street, New York, New York 10038 or such other addresses as may be specified by NYCEDC;

B. The Insurer shall accept notice of accident from NYCEDC or the City as soon as practicable after receipt by an official of such additional insured of notice of such accident as valid and timely notice under this policy;

C. The Insurer shall accept as valid at timely notice under this policy (i) notice of claim from the City as soon as practicable after such claim has been filed with the Comptroller of the City; and (ii) notice of claim from the NYCEDC, as soon as practicable after receipt by such party;

D. Notice of accident or claim to the Insurer by Edelman, NYCEDC or the City shall be deemed notice by all under this policy;

E. This policy shall not be canceled, terminated or modified by the Insurer or Edelman unless 30 days prior written notice is sent by registered mail to NYCEDC and to the City;

F. The presence of engineers, inspectors or other employees or agents of Edelman, NYCEDC or the City at the site of the Services performed by the Consultant shall not invalidate this policy of insurance;

G. Violation of any of the terms of any other policy issued by the Insurer to Edelman or a subcontractor of the Consultant shall not invalidate this policy; and

H. Insurance, if any, carried by NYCEDC, the City or the additional insureds will not be called upon to contribute to a loss that would otherwise be paid by the Insurer.”

Prior to the delivery of Services, Edelman shall provide NYCEDC with three (3) copies of certificates of insurance for the types and coverages described herein.

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Based on our conversations, it seems like Blake will be doing overall messaging about EDC and its initiatives. I believe you'll need more drilled down messaging in the buckets you identified. We didn't discuss land use fights so my sense is you will still need dedicated planning in that space

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Cc: 'Hagelgans, Andrea'
Subject: FW: SOW for Initiatives Efforts

Blake,

Confirming that messaging is in your scope? I understand it to be from this bullet, but I just want to cross check to ensure we're all speaking the same language:

- Core branding that will yield a coherent narrative capturing and highlighting the work of NYCEDC for the next 18 months. For example, one central narrative possibility is to brand and unveil a large-scale "new" program specifically devoted to beating back the imminent recession. Within that framework could be various sub-sections/genres, one of which encompasses every major initiative and milestone coming down the chute over the next 18 months. We could then devise a plan to not only launch this massive new program, but continue to roll out new components of it over the subsequent months, with this structure serving as an internal playbook for EDC staff to follow well into 2020.

Andrea had originally proposed the following, which we're now talking about descoping from hers because I believe to be in yours:

Message Platform	Collaborate with core Client team to gather intelligence, conduct interviews and identify relevant proof points to develop a succinct message platform to articulate the Client's strategic objectives and vision for the next 5 years, which will then be used to support cross-functional communications efforts.
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To: Hagelgans, Andrea <Andrea.Hagelgans@[REDACTED]>
Subject: RE: SOW for Initiatives Efforts

Email Originated Externally

This is very helpful. So I understand this to mean you're suggesting we continue to scenario map/platform but abandon the message platform from your SOW at this juncture? That makes sense to me, just want to make sure I'm speaking the same

language.

-----Original Message-----

From: Hagelgans, Andrea <Andrea.Hagelgans@<redacted>>

Sent: Friday, March 29, 2019 8:53 AM

To: James Katz <jkatz@edc.nyc>

Subject: RE: SOW for Initiatives Efforts

Based on our conversations, it seems like Blake will be doing overall messaging about EDC and its initiatives. I believe you'll need more drilled down messaging in the buckets you identified. We didn't discuss land use fights so my sense is you will still need dedicated planning in that space

-----Original Message-----

From: James Katz <jkatz@edc.nyc>

Sent: Thursday, March 28, 2019 8:12 PM

To: Hagelgans, Andrea <Andrea.Hagelgans@<redacted>>

Subject: Re: SOW for Initiatives Efforts

Email Originated Externally

Super. What's your thinking on what it means for the scenario mapping and message platform portions of your SOW? Where do you see overlap vs complement?

From: James Katz
Sent: Friday, March 29, 2019 10:07 AM
To: 'Hagelgans, Andrea'
Subject: RE: SOW for Initiatives Efforts

Sorry, I neglected to say: we look forward to seeing Ana this afternoon.

From: Hagelgans, Andrea
Sent: Thursday, March 28, 2019 8:10 PM
To: James Katz
Subject: Re: SOW for Initiatives Efforts

We had a great conversation. Felt like we were on the same page and had very similar thinking about opportunities and framing. I think it works well to have him do the master plan and then we can drill down into different initiatives.

Will get this going through our legal folks. My colleague Ana will be on site tomorrow. I unfortunately have a conflict. I sent you her bio. She is my deputy and has worked on major city projects so has a good perspective on the issues.

From: James Katz <jkatz@edc.nyc>
Sent: Thursday, March 28, 2019 7:57:25 PM
To: Hagelgans, Andrea
Subject: Re: SOW for Initiatives Efforts

Email Originated Externally

Andrea,

Thanks so much. Attached please find our attorneys' markup of the agreement. I have not reviewed it closely, as I'm in a car on my way back from Albany, but wanted to get it back to you quickly so you could initiate your legal review. I expect that it covers the issues around fees, indemnity, and choice of law that I mentioned as being important to us generally, and specifically as a public instrumentality.

Happy to discuss as soon as you're ready. I will flip back the SOW on the bigger chain, but before I do am curious if your conversation with Blake informed any of your thinking there. Please let me know.

Best,
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Hi James,
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I read my calendar wrong and unfortunately am not able to attend tomorrow's kick off meeting. However, Ana Zenatti, Senior Vice President, will be joining tomorrow to learn more about planned and future projects.

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Below is her bio for your reference:

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As a senior leader in the Corporate and Public Affairs practice, Ana manages global corporate strategies for clients with a focus on infrastructure and industrials. Having worked on corporate communications, government relations and crisis management, she has played a key role with clients in implementing integrated communications marketing strategies, liaising with Edelman teams and agency partners across offices and geographies.

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Cc: Ana Ariño <aarino@edc.nyc>
Subject: RE: SOW for Initiatives Efforts

All –

Attached for review is the proposed scope. I've also included an update LOA, I understand you have some changes coming but wanted to send through the latest version.

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Carly

From: Hagelgans, Andrea <[Andrea.Hagelgans@\[REDACTED\]](mailto:Andrea.Hagelgans@[REDACTED])> [mailto:Andrea.Hagelgans@\[REDACTED\]](mailto:Andrea.Hagelgans@[REDACTED])
Sent: Wednesday, March 27, 2019 7:30 AM
To: James Katz <jkatz@edc.nyc><<mailto:jkatz@edc.nyc>>>; Gray, Lauren <[Lauren.Gray@\[REDACTED\]](mailto:Lauren.Gray@[REDACTED])> [mailto:Lauren.Gray@\[REDACTED\]](mailto:Lauren.Gray@[REDACTED])
Cc: Ana Ariño <aarino@edc.nyc><<mailto:aarino@edc.nyc>>>; Sullivan, Carly <[Carly.Sullivan@\[REDACTED\]](mailto:Carly.Sullivan@[REDACTED])> [mailto:Carly.Sullivan@\[REDACTED\]](mailto:Carly.Sullivan@[REDACTED])
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Yes. Our contracts team is reviewing this AM to ensure all good and then we will ship over!

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Hi. We are working up!

Sent from my T-Mobile 4G LTE Device

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Date: 3/25/19 10:07 AM (GMT-05:00)
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Cc: Ana Ariño <aarino@edc.nyc><<mailto:aarino@edc.nyc>>>
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Andrea and Lauren,

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The overall goal here is to target local business audiences beyond our usual core targets (ABNY, REBNY, Partnership, TechNYC) to evangelize the work of the industry teams here — so it's morphed a little bit from the pure marketing campaign we discussed last week into advisory services on ongoing earned efforts with some paid

components TBD.

Can you let us know what you think, including if this makes sense? Happy to hop on the phone to clarify any aspects. We're definitely still thinking this through.

Thanks,
James

Context

The Industry Innovation portfolio encompasses approximately 50 initiatives with a ~\$30M / annual expense budget and >\$200M multi-year commitment in equity and city capital investments to develop a diversified, competitive economy that meets critical business needs while creating good jobs for all. Through the provision of the right type of spaces, capital, equipment, programming, and talent training, we leverage private sector investment and partnerships to attract, incubate and grow the types of business and talent that are essential for the economy of the future. To ensure the growth is inclusive we integrate human capital investments in our programs, conduct targeted outreach to traditionally underserved populations and create a business and start up environment that is accessible to a more diverse set of New Yorkers the opportunity to build their wealth and provide pathways to jobs.

Services

The Consultant shall perform various public relations, consulting, communications, brand building and digital media services regarding the Industry Innovation portfolio to raise NYCEDC's public profile as successful driver of inclusive growth and NYC as a hub of inclusive innovation. The Consultant's work will focus particularly on initiatives that are current and upcoming priority industries: life sciences/healthcare, cybersecurity, urban tech, advanced manufacturing, fashion, media and emerging technologies (blockchain, AI, AR/VR) that create jobs in traditional and new sectors of NYC's economy, promote inclusivity and access and provide on-ramps to jobs.

Specific Services

Under the direction of NYCEDC's Senior Vice President of Public Affairs in partnership with the Senior Vice President for Initiatives (the "Project Team") the Consultant will:

- * Collaborate with the Project Team to craft a public-facing narrative to promote NYCEDC's Industry Innovation portfolio as a driver of a model inclusive economy
- * Work closely with NYCEDC to prepare and execute a thoughtful, integrated media relations social media strategy that includes customized press tour offerings, proactive pitching by EDC and deskside meetings.

- * Develop a comprehensive communications plan for the Industry Innovation portfolio, leveraging print, broadcast and online media to tell the stories of the initiatives themselves and of current and future businesses and people that participate.
- * Review, develop and establish core communications materials including media kits, fact sheets, talking points, messaging/positioning, etc.
- * Work to raise awareness of the portfolio with local and national business, consumer and other appropriate industry outlets (tech, media, FS, healthcare etc.)

- * Support ideation activities for new initiatives through communication exercises (e.g. fleshing out what the headlines or the press release would read like, advising on what the media would be most interested in etc.) to help shape the design of the programs as they develop

- * Advise EDC in periodic pitches and placement of stories in local, state, national and target industry media outlets promoting the Industry portfolio, with the twin goals of:
 - * Reaching industry leaders and potential businesses both locally and nationally; and
 - * Raising the NYCEDC's public profile and NYC as a hub of inclusive innovation

- * Organize press trips and site visits of the individual programs.

- * Create, identify and leverage events and relationships with businesses and people served to generate interest from the media.

- * Draft timely materials and social media posts to support press pitches and social media efforts, including press releases, media advisories and social media posts, and social media influence campaigns.

- * Advise, on an as-needed basis, on marketing materials and campaigns generated by NYCEDC and other consultants.
- * Support NYCEDC's existing social media team and suggest and evaluate opportunities, strategize on content plays and influencer opportunities/activations that will help expand the conversation online.

- Participate in weekly update meetings (via phone or in person as needed).

- Provide a weekly media relations update with action items, such update to include without limitation information regarding the amount of proactive incoming media

inquiries;

- Track media coverage throughout the duration of the campaign and deliver comprehensive recap at its culmination (the "Final Report").

From: Zenatti, Ana <Ana.Zenatti@[REDACTED]>
Sent: Friday, March 29, 2019 10:59 AM
To: Lorie Turano
Subject: My attendance at 1pm meeting at EDC (w/James Katz)

[EXTERNAL EMAIL]

Please report any suspicious attachments, links, or requests for sensitive information.

Hi Lorie, happy Friday!

I'll be attending the 1pm meeting today at EDC and wanted to make sure I'm registered to be admitted to the building.

Thanks!

Ana Zenatti
Senior Vice President, Corporate & Public Affairs
Edelman | New York
o [REDACTED] | m [REDACTED]

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From: Lorie Turano
Sent: Friday, March 29, 2019 11:05 AM
To: 'Zenatti, Ana'
Subject: RE: My attendance at 1pm meeting at EDC (w/James Katz)

I will register you now, thank you for letting me know.

Lorie

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Sent: Friday, March 29, 2019 11:08 AM
To: James Katz
Subject: Re: SOW for Initiatives Efforts

[EXTERNAL EMAIL]

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Great!

From: James Katz
Sent: Friday, March 29, 2019 10:06:47 AM
To: Hagelgans, Andrea
Subject: RE: SOW for Initiatives Efforts

Email Originated Externally

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From: Lorie Turano
Sent: Friday, March 29, 2019 12:46 PM
To: 'Ana.Zenatti@[REDACTED]'
Subject: I will meet you in the lobby of 110 William by the reception desk, I have on Jeans and animal print scarf. Lorie

Lorie A.Turano

Executive Assistant – President's Office
New York City Economic Development Corporation
www.nycedc.com

212-312-3830 (w)

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[EXTERNAL EMAIL]

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Sounds good! I should be there in less than 10min

Sent from my iPhone

On Mar 29, 2019, at 12:46 PM, Lorie Turano <lturano@edc.nyc> wrote:

Email Originated Externally

Lorie A.Turano

Executive Assistant – President's Office
New York City Economic Development Corporation
www.nycedc.com

212-312-3830 (w)

From: Eamon, Marlowe & James LLC <eamonmarlowejames@[REDACTED]>
Sent: Friday, March 29, 2019 3:34 PM
To: James Katz
Cc: Hagelgans, Andrea
Subject: Re: FW: SOW for Initiatives Efforts

[EXTERNAL EMAIL]

Please report any suspicious attachments, links, or requests for sensitive information.

Hi folks. I envision that the plan I will put together will include a central/core narrative encompassing much of the work of EDC over the next 18 months. For example:

- We announce NYCEDC's new plan called [X], devoted to keeping NYC strong during an impending recession.
- Within that are [Y] genres of initiatives aimed at reigniting the workforce, cultivating new and existing sectors, etc.
- Within each of those genres are a series of initiatives, all packaged as part of this larger coherent narrative (which then creates a playbook and branding/messaging groundwork for the subsequent months).

That being said, there will be other initiatives or messaging ideas that may come up, particularly after my engagement ends on May 31, where Andrea's team may wish to adapt messaging (and as she says, drill down more in certain buckets). I also expect that we will work together over the next two months to ensure we are aligned on messaging, as well.

I'm not sure if this is helpful, but it is an explanation of what I was intending to communicate.

Does this clarify?

Blake

On Fri, Mar 29, 2019 at 6:41 AM James Katz <jkat@edc.nyc> wrote:

Blake,

Confirming that messaging is in your scope? I understand it to be from this bullet, but I just want to cross check to ensure we're all speaking the same language:

- Core branding that will yield a coherent narrative capturing and highlighting the work of NYCEDC for the next 18 months. For example, one central narrative possibility is to brand and unveil a large-scale "new" program specifically devoted to beating back the imminent recession. Within that framework could be various sub-sections/genres, one of which encompasses every major initiative and milestone coming down the chute over the next 18 months. We could then devise

a plan to not only launch this massive new program, but continue to roll out new components of it over the subsequent months, with this structure serving as an internal playbook for EDC staff

to follow well into 2020.

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Message Platform

Collaborate with core Client team to gather intelligence, conduct interviews and identify relevant proof points to develop a succinct message platform to articulate the Client's strategic objectives and vision for the next 5 years, which will then be used to support cross-functional communications efforts.

Thanks so much,

James

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Subject: RE: SOW for Initiatives Efforts

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Subject: RE: SOW for Initiatives Efforts

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Subject: Re: FW: SOW for Initiatives Efforts
To: "James Katz" <jkatz@edc.nyc>
Cc: "Hagelgans, Andrea" <Andrea.Hagelgans@ [REDACTED]>

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From: Zenatti, Ana <Ana.Zenatti@[REDACTED]>
Sent: Friday, March 29, 2019 6:26 PM
To: James Katz
Cc: Hagelgans, Andrea
Subject: Thank you

[EXTERNAL EMAIL]

Please report any suspicious attachments, links, or requests for sensitive information.

Hi James, just wanted to send you a note to thank you again for letting me crash your meeting today.

I mentioned to Andrea when I got back how energizing and passionate the team was in presenting their ideas and defending them. I also understand your point about the challenge in making sure that it's all part of a cohesive story and that's definitely where we can (and very much want) to help.

It's an impressive bunch and I'm very excited to soon be working with them and you.

Have a wonderful weekend!

Ana Zenatti
Senior Vice President, Corporate & Public Affairs
Edelman | New York
o [REDACTED] | m [REDACTED]

For information on how Edelman uses personal data and your rights, please see our [Privacy Policy](#). Please reply to this email to notify us if you do not want us to contact you with information similar to the subject of this email communication.

From: James Katz
Sent: Friday, March 29, 2019 9:50 PM
To: Zenatti, Ana
Cc: Hagelgans, Andrea
Subject: Re: Thank you

Ana,

Thanks so much for joining. I know it was a little bit spur of the moment but hope it was a good opportunity to begin taking in the flavor of the work. I'm quite glad you were there and am looking forward to the collaboration.

Best,
James

On Fri, Mar 29, 2019 at 6:26 PM -0400, "Zenatti, Ana" <[Ana.Zenatti@\[REDACTED\]](mailto:Ana.Zenatti@[REDACTED])> wrote:

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From: Hagelgans, Andrea <Andrea.Hagelgans@[REDACTED]>
Sent: Saturday, March 30, 2019 9:38 AM
To: James Katz
Subject: RE: SOW for Initiatives Efforts

[EXTERNAL EMAIL]

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Yes, I think that makes sense. We may decide at a later point to do a more dedicated messaging exercise with the message testing we discussed. But it sounds like he will be tackling the overall narrative and message framework to start, which aligns with his role versus ours.

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From: James Katz <jkatz@edc.nyc>
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Email Originated Externally

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From: James Katz
Sent: Friday, April 12, 2019 5:34 PM
To: 'Hagelgans, Andrea'; Zenatti, Ana
Cc: Marjan Mehrkhast
Subject: Executed LOA and SOW
Attachments: DOC041219-04122019173356.pdf

Andrea and Ana,

[REDACTED]

[REDACTED]

Best,
James

JAMES KATZ | CHIEF OF STAFF
New York City Economic Development Corporation
www.edc.nyc 212.312.3778 (w)



LETTER OF AGREEMENT

April 1, 2019

James Katz
New York City Economic Development Corporation
Executive Vice President & Chief of Staff
110 William St
New York, NY 10038

For Edelman Use Only

GM:

Client Code:

Contract No(s):

Dear James:

This constitutes the master services agreement ("Agreement") between **New York City Economic Development Corporation** ("Client") and Daniel J. Edelman, Inc., doing business as Edelman, ("Edelman") for the provision of services as set forth herein. The parties agree as follows:

1. Services. Edelman shall perform those services ("Services") set forth in each statement of work ("SOW") executed by the parties, which is attached hereto as an Exhibit, the first of which is included herein as Exhibit A. If Client wants to expand the scope of the Services or wants additional services, Client and Edelman shall mutually agree upon the additional services to be performed and the amount required to perform the additional services and either amend the current SOW or execute a new SOW, as appropriate. Edelman shall bill Client and Client shall pay Edelman for such additional services in accordance with the terms of this Agreement and SOWs.

2. Compensation.

2.1. Budget. The total projected fees, expenses, and payment schedule for the Services ("Budget"), if determined, are set forth in the applicable SOW. The Budget pertains to Services only as set forth in the SOW and is only for Services rendered by Edelman's **New York** office, unless specifically provided otherwise herein. If Client expands the scope of the Services or wants additional services, the amount required to perform the additional services shall be determined and the Budget in the SOW will be either amended or a new SOW will be executed, as appropriate. If any activities entail services of other Edelman offices, divisions or affiliates, the amount required to perform the services by other Edelman offices, divisions or affiliates shall be determined and the Budget in the SOW will be either amended or a new SOW will be executed, as appropriate.

2.2. Expenses.

(a) Third-Party Expenses. Client shall reimburse Edelman for all reasonable and documented out-of-pocket, third-party vendor expenses incurred by Edelman in performing the Services. Such expenses include, but are not limited to, research services, media monitoring/clipping, production costs, and conferencing charges. For any individual expense equal to or greater than US\$5,000, Client shall pre-approve any such expense and Client shall be required to prepay Edelman or directly pay vendors. Any such expense must be reasonable and documented.

(b) Travel and Additional Expenses. Client shall reimburse Edelman for reasonable and documented local travel expenses incurred by Edelman or its employees in performing the Services, including ground transportation, wireless internet and long distance telephone calls, cellular phones, messengers, and overnight delivery. Any expenses outside the scope of the aforementioned expenses shall be agreed upon in the applicable SOW or otherwise pre-approved by Client.

(c) Taxes. Client shall reimburse Edelman for all taxes, including, without limitation, taxes on the sale or use of goods and services, value added taxes, and general services taxes, imposed by any government or taxation authority, as a result of Edelman's performance of the

Services; provided, however, that Client shall not be responsible for any taxes based solely on Edelman's income. Edelman is also solely responsible for filing tax returns and making any related payments with respect to the performance of Services hereunder.

(d) [Intentionally Omitted]

(e) Legal Services: The costs of Edelman's pre-approved outside legal services incurred to approve copy, deal with regulatory issues, arrange spokespersons, negotiate terms with vendors and suppliers engaged on behalf of Client, and other matters dealing with the provision of services will be billable to Client as a third-party expense. Edelman shall provide for Client's prior approval, an estimate of legal expenses to be incurred. Notwithstanding the foregoing, Client may, at its own expense, elect instead to use in-house counsel, or to engage outside counsel itself and for its own account, to deal with any of the foregoing matters; provided, however, and notwithstanding anything contained to the contrary herein, Client shall be solely responsible for any and all risk and liability regarding such matters.

2.3. Payment. Except as otherwise provided herein, payments for the fees and expenses described in this Section 2 and any SOWs are due and owing to Edelman on the invoice dates; provided, however, that such payments shall not be deemed late if received by Edelman within forty-five (45) days of such invoice dates. Edelman's failure to issue an invoice in a timely manner will not relieve Client of Client's obligation to pay the amounts due pursuant to such invoice, but will postpone the due date accordingly. Restrictive endorsements or other statements on checks accepted by Edelman shall be of no force or effect. To the extent that Client disputes any invoice, Client must provide Edelman written notice of such dispute within thirty (30) days of the invoice date, or Client shall waive any claim with respect to such invoice.

3. Indemnification.

3.1 Client represents and warrants that the materials and information it provides to Edelman are accurate and that it is the owner or licensee of all intellectual property rights sufficient to enable Edelman to use such materials in performing Services for Client. To the extent allowable under applicable law, Client shall defend, indemnify and hold Edelman harmless from and against any third-party liabilities, actions, claims, damages, judgments or expenses, including reasonable attorneys' fees and costs, (collectively "Claims") that arise out of Client's negligence or willful misconduct and/or Client providing or preparing any information, statements or materials, or those that Client directed Edelman to use or that were approved by Client.

3.2 Edelman shall defend, indemnify and hold Client and, to the extent statutorily required, the City of New York harmless from and against any Claims that arise out of, or relate to Edelman, its agents, employees or subcontractor's (selected and engaged by Edelman hereunder) negligence or willful misconduct in performing the Services under this Agreement.

3.3 The indemnifying party's obligations under this Agreement are conditioned upon (i) the other party's giving prompt, written notice of a Claim; (ii) the indemnifying party having sole control of the defense and settlement of a Claim (provided that the indemnifying party may not settle any Claim in a manner that would adversely affect the other party's rights, reputation or interests without the other party's prior written consent, which shall not be unreasonably withheld); and (iii) the other party's cooperation with the indemnifying party, at the indemnifying party's expense, in the defense and settlement of the Claim, as the indemnifying party may reasonably request. The party seeking indemnification shall have the right to participate in the defense thereof with counsel of its choosing at its own expense.

3.4 This Section shall survive termination or expiration of this Agreement.

4. Term. This Agreement shall commence effective as of **April 1, 2019** and shall continue for a period of six months with (2) 3-month extension options at Client's sole discretion (the "Term"). Within thirty (30) days prior to the termination of the Term, Client shall notify in writing Edelman with respect to the continuation of the Term.

5. **Termination.** Either party may terminate this Agreement or a particular SOW for any reason by providing the other party with not less than thirty (30) days' written notice. In addition, either party may terminate this Agreement upon ten (10) days' written notice to the other party in the event of a material breach of this Agreement (including non-payment of any invoice), if such breach is not corrected by the other party within the ten-day period. Either party may immediately terminate this Agreement if the other becomes insolvent; is unable to pay its debts as they mature; is the subject of a petition in bankruptcy or of any other proceeding under bankruptcy, insolvency or similar laws; makes an assignment for the benefit of creditors, or is named in, or its property is subjected to, a suit for the appointment of a receiver; or is dissolved or liquidated. The respective rights and duties of the parties shall continue in full force and effect during the notice period. Upon expiration or termination of this Agreement, Client shall pay Edelman fees for services performed through the termination date and reimburse Edelman for reasonable and documented expenses incurred or committed to be incurred in connection with said services through the termination date. This Section shall survive termination or expiration of this Agreement.

If the term set forth in a SOW extends beyond the expiration or termination date of this Agreement, the terms of this Agreement shall extend automatically for such SOW until such SOW's termination or expiration.

6. **Limitation of Liability.** EDELMAN'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATING TO, THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY) SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO EDELMAN PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL EDELMAN BE LIABLE TO CLIENT FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR PROFITS), WHETHER OR NOT NOTIFIED OF SUCH DAMAGES. This Section shall survive termination or expiration of this Agreement.

7. **Confidentiality.** Each party will use reasonable efforts to keep confidential all information and materials so designated by the other party and to limit access to such information and materials to those with a need to know for purposes of performing this Agreement. Notwithstanding the foregoing, each party acknowledges that information and materials shall not be deemed confidential for the purposes of this Agreement if such information and materials: (i) become publicly available through no wrongful act or breach of any obligation of confidentiality on the receiving party's part; (ii) are, at the time of disclosure, lawfully known to the receiving party without restriction on disclosure; (iii) are independently developed or obtained by the receiving party without breach of this Agreement; (iv) are required to be disclosed by the City of New York (pursuant to applicable law), including any of its agencies, law or applicable legal process; or (v) are authorized for release by the disclosing party. Subject to the Client's absolute and sole discretion, Edelman shall have the right to utilize any publicly available work product to demonstrate examples of Edelman's work and in order to seek industry awards for Edelman's work.

8. **Intellectual Property.** The Consultant represents and warrants that, except for material that is in the public domain and/or non-original material that is licensed, Edelman's proprietary materials incorporated into the materials it creates for Client hereunder shall not violate any copyright, trademark and shall not constitute an infringement of any kind of intellectual property rights of any third party. Prior to use, Edelman shall notify Client of any usage of any such material that may so infringe the intellectual property rights of any third party. Unless specifically provided for in the SOW and paid for by Client, Edelman does not perform any searches, including but not limited to, trademark, copyright or patent searches, to determine if materials prepared or provided by it, or any portion thereof, may infringe the rights of any third party. Nothing in this Agreement shall prohibit or prevent Edelman from using materials that are obtained from third parties pursuant to limited licenses.

Conditioned upon payment in full of all amounts due and owing Edelman with respect to the Services, Edelman will assign all of its right, title and interest, including all of its copyright and trademark rights, in the materials Edelman creates in connection with such Services; provided, however, that Client shall obtain no ownership interest in (i) third party materials, including without limitation, stock photography, (ii) materials prepared by Edelman prior to or outside the scope of this Agreement, even if customized for Client, and (iii) materials Edelman considers proprietary, including but not limited to, media lists, certain media training guides, influencer lists, data bases, materials and proposals Edelman submits to Client that

Client does not engage Edelman to implement. Upon Client's request, and at Client's expense, Edelman shall use reasonable efforts to obtain from any third party any and all assignments and releases necessary to grant Client the rights of such third party. This Section shall survive termination or expiration of this Agreement.

9. **Insurance.** Edelman shall purchase and maintain the insurance described in Exhibit B at its own cost and expense.

10. **Choice of Law and Jurisdiction.** This Agreement shall be construed in accordance with the laws of the State of New York, regardless of any conflict of law rules. Edelman and Client hereby submits to the exclusive jurisdiction of the federal and state courts located in the State of New York. This Section shall survive termination or expiration of this Agreement.

11. **Intentionally Deleted.**

12. **Assignment.** Neither party may assign this Agreement or any rights or obligations hereunder, whether directly or indirectly, without the prior written consent of the other party; provided, however, that Edelman may elect to engage subcontractors in connection with the performance of its Services hereunder.

13. **Force Majeure.** Neither party shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the reasonable control of the party unable to perform, except for the failure to pay any amounts due hereunder. If a force majeure event remains in effect for more than thirty days, the other party may terminate the affected SOW.

14. **Notice.** Except as otherwise provided herein, all notices that either party is required or may desire to give the other party hereunder shall be in writing and shall be sufficiently given if (i) delivered in person, (ii) sent by registered or certified mail, either postage prepaid, (iii) sent by prepaid overnight courier; or (iv) transmitted by e-mail, when received and opened. All such notices shall be addressed to each party as follows:

If to Edelman:	Chris Manzini Daniel J. Edelman, Inc. 250 Hudson Street, New York, NY 10013 Chris.manzini@[REDACTED]
With a copy to:	Office of the General Counsel Daniel J. Edelman, Inc. 200 East Randolph Drive Chicago, IL 60601 E-mail: shan.bhati@[REDACTED] or peter.petros@[REDACTED]
If to Client:	James Katz Executive Vice President & Chief of Staff New York City Economic Development Corporation 110 William St, New York, NY 10038 jkatz@edc.nyc
With a copy to:	General Counsel New York City Economic Development Corporation 110 William St, New York, NY 10038

15. **Section Headings.** Section headings contained herein are solely for convenience and are not in any sense to be given weight in the construction of this Agreement.

16. **Counterparts.** This Agreement and any SOW hereunder may be executed in two or more Counterparts, each of which will be deemed an original for purposes of this Agreement or the SOW.

17. **Compliance with Laws.** Client shall comply with, and be in compliance with, all applicable federal, state and municipal statutes, laws, ordinances and regulations, including, without limitation, those relating to privacy, security, environment, Occupational Safety and Health Administration, labor standards, and any required permits, licenses and certifications. In compliance with data privacy and security laws, the parties agree to, among other things, comply with the provisions of Appendix 1.

18. **Survival.** The respective rights and obligations of the parties set forth in this Agreement shall survive the expiration or termination of this Agreement to the extent necessary to the intended preservation of such rights and obligations.

19. **Entire Agreement.** This Agreement, along with any and all SOWs, exhibits and attachments, constitutes a single agreement, as well as the entire agreement with respect to the subject matter hereof, supersedes any prior or contemporaneous agreement between the parties, whether written or oral, with respect to the subject matter hereof, and may be modified or amended only by a writing signed by the party to be charged.

20. **Order of Precedence.** Any preprinted terms and conditions of the parties' business forms shall be without legal effect with respect to this Agreement or any SOWs.

Your signature below confirms that you, as an authorized representative of Client, enter into this Agreement on behalf of Client.

Sincerely, Daniel J. Edelman, Inc.

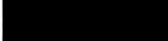
ACCEPTED AND AGREED TO ON THIS 12TH DAY OF April, 20 19.

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION **DANIEL J. EDELMAN, INC.**

By: 

Printed Name: JAMES KATZ

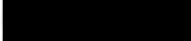
Title: EVP, CHIEF OF STAFF

Federal Tax ID Number: 

By: _____

Printed Name: _____

Title: _____

Federal Tax ID Number: 

Appendix 1 - Data Protection Addendum

SECTION 1 Purpose

This Addendum supplements the Agreement with respect to the parties' Processing of Personal Data and compliance with Data Protection Law. This is not intended to modify the terms of the Agreement, but shall take precedent with respect to matters involving the Processing of Personal Data.

SECTION 2 Definitions

Capitalized terms used but not defined have the meaning given in the Agreement.

"Client Personal Data" means Personal Data received from or on behalf of the Client in connection with the performance of the Services.

"Data Protection Law" means any law, rule, regulation, decree, statute, or other enactment, order, mandate or resolution, as applicable to Client or Edelman, relating to data security, data protection and/or privacy, including, without limitation, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data ("GDPR"), and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance binding on Client or Edelman, as amended, extended, repealed and replaced, or re-enacted from time to time.

"Personal Data" means any information relating to an identified or identifiable natural person ("Data Subject"). An identifiable natural person is one who can be identified, directly or indirectly, in particular by referencing an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorized access to Personal Data, whether transmitted, stored, or otherwise Processed.

"Data Controller" means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of personal data.

"Data Processor" means a natural or legal person, public authority, agency or any other body which processes personal data on behalf of the Data Controller.

"Processing" means any operation or set of operations that is performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction. "Process" and "Processed" will have equivalent meanings.

SECTION 3 GDPR Requirements

- (1) Client, in its capacity as a Data Controller, shall:
 - (i) Ensure that it has the lawful right to authorize Edelman to process Client Personal Data as contractually agreed or as instructed by the Client;
 - (ii) Comply with Data Protection Law in connection with the Processing of Client Personal Data;
 - (iii) Ensure all instructions given by it to Edelman with respect to the Processing of Client Personal Data are compliant with Data Protection Law;
 - (iv) Be solely responsible for assessing the admissibility of the Processing requested by it and for the rights of affected parties;

- (v) Document all orders, partial orders or instructions provided to Edelman. In urgent cases, instructions may be given verbally, provided Client promptly confirms and documents the instructions;
 - (vi) Immediately notify Edelman of any errors or irregularities found when reviewing the results of the processing;
 - (vii) Be responsible for ensuring that any subprocessors of Client Personal Data selected by Client comply fully with Data Protection Law; and
 - (viii) To the extent Client receives Personal Data of Edelman employees pursuant to the Agreement, Client will process such Personal Data in compliance with Edelman's instructions and Data Protection Law.
- (2) Edelman, in its capacity as a Data Processor to Client, shall:
- (i) Process Client Personal Data pursuant to the Agreement only on documented instructions from Client, including with regard to transfers of Personal Data to a third country, an international organization, unless required to do otherwise by European Union or Member State law to which Edelman is subject. In such case, Edelman will inform Client of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
 - (ii) Ensure that persons authorized by Edelman to Process Client Personal Data (except to the extent a subprocessor has been selected by Client) have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. Edelman shall not be responsible for the actions of subprocessors Client has selected and instructed Edelman to utilize with respect to the Processing of Client Personal Data;
 - (iii) Take all measures required by Data Protection Law relating to data security, including but not limited to adequate information security measures in accordance with Data Protection Law;
 - (iv) Taking into account the nature of the Processing, assist Client by appropriate technical and organizational measures, insofar as this is reasonably possible, for the fulfillment of Client's obligation to respond to requests for exercising the Data Subjects' rights stated in Data Protection Law with respect to Client Personal Data;
 - (v) Reasonably assist Client in ensuring compliance with data security, Personal Data Breach obligations and data protection impact assessments, and engaging in other matters, pursuant to and as required by Data Protection Law with respect to Client Personal Data. In particular, Edelman shall notify the Client without undue delay on becoming aware of any Personal Data Breach in respect of Client Personal Data;
 - (vi) maintain records of all of its Processing activities hereunder and make available to the Client such information in its possession or control as is reasonably necessary to demonstrate its compliance with this Exhibit and Data Protection Law;
 - (vii) upon notice from Client, promptly delete or return all the Personal Data to Client that Edelman has Processed solely for Client pursuant to the Agreement, after the end of the provision of Services relating to Processing, and delete existing copies unless European Union or Member State law requires storage of Personal Data;
 - (viii) promptly inform Client if, in its opinion, an instruction from Client is inconsistent with Data Protection Law in which case Edelman shall be entitled to suspend providing the relevant Services until the parties have agreed upon amended instructions which are not inconsistent with Data Protection Law.
- (3) To the extent that Edelman Processes Personal Data pursuant to the Agreement in the capacity of a Data Controller, it will comply with Data Protection Law and the requirements of subsection (1) above.

- (4) To the extent that Client receives Personal Data from Edelman (e.g., Personal Data of Edelman employees, media contact or suppliers) pursuant to the Agreement, Client will Process such Personal Data in accordance with Data Protection Law and Edelman's instructions from time to time.
- (5) The subject matter of the Processing, including the nature, purposes and duration of Processing operations to be carried out and the categories of data subjects and types of Personal Data to be Processed, will be described in a SOW or other written agreement signed by the parties' authorized representatives, or documented instructions from the instructing party, each of which forms an integral part of the Agreement.
- (6) Each party will notify the other party without delay upon becoming aware of a Personal Data Breach affecting the other party's Personal Data Processed pursuant to the Agreement.
- (7) Where one party faces an actual or potential claim arising out of or related to violation of any Data Protection Law concerning the Services or Personal Data Processed hereunder, the other party will promptly provide all materials and information requested that is relevant to the defense of such claim and the underlying circumstances concerning the claim.
- (8) Each party agrees that to the extent the other party Processes the name, business telephone number, business cell phone number, business address, or business email address of the other party's employees in the ordinary course of developing and/or maintaining a business relationship between Client and Edelman, each party represents to the other party that it is authorized to permit the other party to Process such Personal Data regarding employees for the sole purpose of performing their respective responsibilities under the Agreement and instructs the other party to Process such Personal Data for such purposes.
- (9) To the extent either party provides instructions to the other party to Process Personal Data, the party providing instructions represents and warrants that it has the appropriate authorization to permit the party receiving instructions to Process such data consistent with the instructions in accordance with Data Protection Law (including GDPR).
- (10) In the event and to the extent Processing instructions issued by Client make performance of the Agreement commercially unreasonable, Edelman shall advise Client and the parties will negotiate in good faith an amicable resolution of same. On resolution, the Processing instructions will take effect. Absent an amicable resolution, Edelman shall be entitled to terminate the Agreement for cause. Client shall reimburse Edelman for additional expenses reasonably incurred as a result of complying with Client's requests and/or instructions hereunder.
- (11) The Client acknowledges that Edelman uses cloud services to store and process data which may involve the transfer of Client Personal Data outside the United Kingdom and European Economic Area (EEA). The Client consents to this transfer of Client Personal Data provided it is effected by way of Appropriate Safeguards. "**Appropriate Safeguards**" means such legally enforceable mechanism(s) for transfers of personal data as may be permitted under applicable Data Protection Law from time to time.

EXHIBIT A

New York City Economic Development Corporation and Edelman STATEMENT OF WORK

PROJECT NAME: NYCEDC 2019 Communications Support
April 1, 2019 – July 31, 2019

Pursuant to the Letter of Agreement by and between the New York City Economic Development Corporation ("Client") and Daniel J. Edelman, Inc., doing business as Edelman ("Edelman") dated April 1, 2019 (the "Agreement"), this Statement of Work is incorporated into and subject to the terms and conditions of the Agreement. The parties agree to the below Scope of Services and financial terms:

SCOPE OF SERVICES

Overview

Edelman will act as an extension of the Client's communications team to extend the Client's capacity to carry out earned media opportunities for ongoing and future projects, as well as with external events such as panels, forums, and other speaking engagements. Further, Edelman will take on specific projects to proactively develop and defend Client's reputation through discrete projects, including a communications playbook.

Deliverables/Milestones

Program Element	Activities	Fees*
Communications Planning and Earned Media/Digital Support	<p>Allocate a 5-person core team to support ongoing programs and issues for the Client, including its Industry Innovation portfolio. Ongoing support may include:</p> <ul style="list-style-type: none"> Advising on corporate-wide communications planning exercise being undertaken by separate third party consultant. Developing a communications sub-plan specific to the Industry Innovation portfolio and providing strategic counsel on communications planning for other issues Developing a digital strategy to support Industry Innovation portfolio, including influencer identification and programming (<i>note: events/press trips scoped separately</i>) Tactical support for proactive media relations and assisting in development and management of media lists, and messaging assets (e.g., pitches, fact sheets, press releases, media briefings, talking points) Monitoring of media and key issues and supporting on rapid response to media and stakeholders Project management for quick-turn social assets, such as social toolkits, infographics, video created (<i>note: asset production to be scoped in a separate Statement of Work</i>) 	<i>Billed hourly, not to exceed \$15,000 per month without Client authorization</i>
Scenario Mapping & Communications Playbook	<p>An in-depth assessment of potential risks related to high-profile land use fights and other reputational challenges. Outputs include:</p> <ul style="list-style-type: none"> Risk assessment and scorecard 	\$20,000 <i>(one-time fee)</i>

	<ul style="list-style-type: none"> • Strategic guidance related to political and community audiences • Content and messaging recommendations for specific issue areas 	
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Any items not contemplated above will be considered outside the Scope of Services.

BUDGET

Professional Fees (Hourly):

- Communications Planning and Earned Media/Digital Support **\$60,000 (Not to Exceed \$15,000 per month)**

Professional Fees (Fixed Fee):

- Scenario Mapping & Communications Playbook **\$20,000**

Estimated Additional Expenses:

\$As incurred, but not to exceed \$15,000 without Client's prior written approval

Estimated expenses:

- Freelance designer (up to 40 hours) up to \$6,800
- Press release distribution (up to 5 releases) up to \$5,000
- Printing costs up to \$2,000
- Monitoring services or broadcast clips up to \$1,000
- Travel/meals up to \$200

Total Project Fee:

\$80,000 + expenses

Any expenses accrued hereunder shall be itemized and billed at cost with no mark-up. In no event shall expenses exceed \$15,000 in the aggregate hereunder without Client's prior written approval.

TERMS

Fee Billing. For Scenario Mapping & Communications Playbook, Edelman shall invoice Client in accordance to the payment schedule set forth below. Fees are based on the Scope of Services above and not based on actual hours. As such, Edelman shall not be obligated to provide Client with hourly billing detail. At Client's written request, Edelman shall provide Client with an activity report.

For Communications Planning and Earned Media/Digital Support, Edelman shall invoice Client, at the end of each month, the exact fees based upon the hours incurred in performing the Services during that month. Such fees will be based upon Edelman's rate card ("Rate Card") as described below. Fees for Communications Planning and Earned Media/Digital Support will not exceed \$15,000 in any given month without Client's prior written approval (e-mail deemed acceptable).

Expense Billing. Edelman shall invoice Client the actual out-of-pocket expense amount(s) at the end of the month on an as incurred basis.

Invoices. Edelman will render invoices to include professional services in one lump sum and expenses by category. For Communications Planning and Earned Media/Digital Support, Edelman will render invoices to include professional services detailed by person and expenses by category. Documentation for out-of-pocket expenses shall be provided with any related invoice. Payment of the invoices will be due net forty-five (45) days from the invoice date. All such invoices shall be addressed to:

Name:	James Katz
Company Name:	New York City Economic Development Corporation
Address:	110 William Street New York, NY 10038

Purchase Order. The client Purchase Order number is [enter number or indicate N/A].

FIXED FEE BILLING SCHEDULE*

ESTIMATED INVOICE DATE (mm/dd/yyyy)	AMOUNT \$
4/1/2019	\$20,000
*Does not include fees for Communications Planning and Earned Media/Digital Support	\$20,000

RATE CARD FOR COMMUNICATIONS PLANNING AND EARNED MEDIA/DIGITAL SUPPORT

Resource Title	Rates
Administrator	\$80
Assistant Account Executive	\$160
Account Executive	\$175
Senior Account Executive	\$190
Account Supervisor	\$220
Senior Account Supervisor	\$255
Vice President	\$310
Senior Vice President	\$350
Executive Vice President	\$420
General Manager	\$500
Executive Manager	\$625

ACCEPTED AND AGREED TO ON THIS 18th DAY OF APRIL, 2019.

**NEW YORK CITY ECONOMIC
DEVELOPMENT CORPORATION**

DANIEL J. EDELMAN, INC.

By: 

By: _____

Printed Name: JAMES KATZ

Printed Name: _____

Title: EVP + CHIEF OF STAFF

Title: _____

Signature Page for NYCEDC 2019 Communications Support SOW / Exhibit A

EXHIBIT B - INSURANCE SCHEDULE

Edelman shall maintain the following insurance during the term of the Agreement:

- Commercial General Liability: Coverage under this policy shall be at least as broad as that provided by ISO Form CG 0001 (10/01 ed.), must be "occurrence" based rather than "claims-made" with limits of \$1,000,000 per occurrence with an aggregate of \$2,000,000.
- Worker's Compensation and disability benefits insurance in statutory amount for all employees of Edelman engaged under the Agreement.
- Employer's liability Insurance in the amount of \$1,000,000.
- Automobile liability insurance covering hired and non-owned vehicles with limits not less than \$1,000,000 combined single limit
- Professional Liability including Media Liability, Privacy Liability/Network Security Insurance in the amount of \$1,000,000 per claim and aggregate and shall be maintained during the performance of the Services and for an additional three (3) years or for the statute of limitations (whichever is longer) applicable to Edelman's work after completion/termination of this Agreement, covering the liability assumed by Edelman under this Agreement arising out of the negligent performance of professional services or caused by an error, omission, or negligent act (including any resulting bodily injury, property damage, and emotional distress) of Edelman and its Subcontractors or anyone employed (including independent contractors) by Edelman, including coverage for (i) failure to render services or to perform the function intended, (ii) invasion of privacy, intellectual property violations (such as infringement of copyright/trademark/title/slogan, misappropriation, and plagiarism), and breach of license, (iii) network security failure, interruption of service or inhibition of access (including denial of service attacks), unauthorized access/introduction of a virus or harmful code to the NYCEDC's network or system, destruction/theft/corruption of data, release or theft of or confidential information or personally identifiable information as defined by law or otherwise, and injury to third parties and shall provide coverage for damages, fines, penalties, and sanctions, including regulatory proceedings, first party notification costs and security monitoring costs. Such policy shall provide coverage for fees, expenses, and defense costs.
- Directors & Officers including Employment Practices Liability in an amount of \$1,000,000 per claim and aggregate covering (i) the actions and decisions of Edelman's board of directors and which should include entity coverage and (ii) the employment-related perils of: (a) discrimination, (b) wrongful termination, (c) harassment, (d) retaliation, and (e) other specifically enumerated workplace torts, referred to collectively as inappropriate employment conduct or employment practices violations and also include coverage for third party claims brought by non-employees. Such policy shall provide coverage for settlements, fees, expenses, and defense costs.

Edelman shall, for all insurance required and where applicable, maintain insurance that is of primary coverage and have a minimum AM Best or equivalent rating of A:-VII. All policies shall be provided by insurance companies licensed to do business in New York State.

Edelman shall have NYCEDC, the City, and any other entity that NYCEDC requires, as additional insured on all insurance policies.

All insurance policies under this Agreement shall contain the following provisions, if available:

"A. Notices from the insurer (the "Insurer") to the New York City Economic Development Corporation (the "NYCEDC") and the City of New York (the "City"), in connection with this policy, shall be addressed to the General Counsel, New York City Economic Development Corporation, at 110 William Street, New York, New York 10038 (with a copy to NYCEDC's Vice President for Contracts at the same

address), and to the Commissioner, New York City Department of Small Business Services, at 110 William Street, New York, New York 10038 or such other addresses as may be specified by NYCEDC;

B. The Insurer shall accept notice of accident from NYCEDC or the City as soon as practicable after receipt by an official of such additional insured of notice of such accident as valid and timely notice under this policy;

C. The Insurer shall accept as valid at timely notice under this policy (i) notice of claim from the City as soon as practicable after such claim has been filed with the Comptroller of the City; and (ii) notice of claim from the NYCEDC, as soon as practicable after receipt by such party;

D. Notice of accident or claim to the Insurer by Edelman, NYCEDC or the City shall be deemed notice by all under this policy;

E. This policy shall not be canceled, terminated or modified by the Insurer or Edelman unless 30 days prior written notice is sent by registered mail to NYCEDC and to the City;

F. The presence of engineers, inspectors or other employees or agents of Edelman, NYCEDC or the City at the site of the Services performed by the Consultant shall not invalidate this policy of insurance;

G. Violation of any of the terms of any other policy issued by the Insurer to Edelman or a subcontractor of the Consultant shall not invalidate this policy; and

H. Insurance, if any, carried by NYCEDC, the City or the additional insureds will not be called upon to contribute to a loss that would otherwise be paid by the Insurer.”

Prior to the delivery of Services, Edelman shall provide NYCEDC with three (3) copies of certificates of insurance for the types and coverages described herein.

[EXTERNAL EMAIL]

> On Apr 12, 2019, at 5:35 PM, James Katz <jkatz@edc.nyc> wrote:

>
> Email Originated Externally

> Andrea and Ana,

> _____

> _____

> [REDACTED]

> [REDACTED]

>
> Best,

> James
>

> JAMES KATZ | CHIEF OF STAFF

> New York City Economic Development Corporation

> www.edc.nyc.gov<https://nam05.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.edc.nyc.gov%2F>

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